



# भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, OCTOBER 7, 1989/ASVINA 15, 1911

इस भाग में भिन्न पृष्ठ संस्था दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

कार्मिक, लोक शिक्षा तथा पेंशन मंत्रालय

(पेंशन एवं पेंशनभोगी कल्याण विभाग)

नई दिल्ली, 14 मिनम्बर, 1989

कं. आ. 2467-संवर्धन विधि संविधान के अनुच्छेद 148 की धारा  
(5) के तहत पठित अनुच्छेद 309 के परन्तु द्वारा प्रदत्त शक्तियों  
का प्रयोग करते हुए तथा नियंत्रक एवं महालेखा परीक्षक के परामर्श  
से भारतीय लेखा परीक्षा तथा लेखा विभाग में कार्यरत व्यक्तियों के  
संबंध में केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 में और आगे  
संशोधन के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :

1. (1) इन नियमों का नाम केन्द्रीय सिविल सेवा (पेंशन) तृतीय  
संशोधन नियम, 1989 होगा ।

(2) ये नियम गारानी राजपत्र में उनके प्रकाशन की तारीख से  
प्रवृत्त होंगे ।

2. केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के नियम 54 के  
उपनियम 7 की धारा (ख) के पश्चात् निम्नलिखित धारा अंतर्भावित  
की जाए, अर्थात् :

“(ग) जहां मृतक सरकारी कर्मचारी या पेंशन भोगी की विधवा पत्नी  
जीवित है परन्तु वह अपने पीछे तलाक़गृहा पत्नी या पत्नियों  
के पात्र बच्चे या बच्चा छोड़ गया है, वहां पात्र बच्चा या बच्चे उस  
कुटुम्ब पेंशन के अंश के हकदार होंगे, जो तलाक़ न होने की स्थिति  
में सरकारी कर्मचारी या पेंशनभोगी की मृत्यु के समय उसकी मां  
को देय होती है । ”

[संख्या 1/140/88-पी. एण्ड पी० डब्ल्यू./सी.]

एन.एम.शंकरन, उप सचिव

पाद टिप्पण : केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 दिनांक 1-4-72  
को एम.ओ. संख्या 934 के रूप में प्रकाशित किए गए  
थे । नियमों का चौथा संस्करण (जुलाई, 1988 तक  
संशोधित) 1988 में छपा गया था । बाद में इन नियमों  
में पेंशन एवं पेंशनभोगी कल्याण विभाग की नोडि दी गई  
अधिसूचनाओं द्वारा संशोधन किया गया :

क्रम संख्या	अधिसूचना संख्या	दिनांक
1.	एस.ओ. सं. 254	4-2-89
2.	एस.ओ. सं. 970	6-5-89

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES  
& PENSIONS

(Department of Pension & P.W.)

New Delhi, the 14th September, 1989

S.O. 2467.—In exercise of the powers conferred by proviso to article 309 read with clause (5) of the article 148 of the Constitution and after consultation with the Comptroller and Auditor-General in relation to persons serving in the Indian Audit and Accounts Department, the President, hereby makes the following rules further to amend the Central Civil Services (Pension) Rules, 1972, namely:—

1. (1) These rules may be called the Central Civil Services (Pension) Third Amendment Rules, 1989.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Pension) Rules, 1972, in Rule 54, in sub-rule 7 after clause (b) the following clause shall be inserted, namely:—

“(c) Where the deceased Government servant or pensioner is survived by a widow but has left behind eligible child or children from a divorced wife or wives the eligible child or children shall be entitled to the share of family pension which the mother would have received at the time of the death of the Government servant or pensioner had she not been so divorced”.

[No. 1/140/88:P&PW/C]

N. S. SANKARAN, Dy. Secy

Foot Note: The Central Civil Services (Pension) Rules, 1972 were published as S.O.No. 934 dated 1-4-72. The Fourth Edition (Corrected upto July, 1988) of the rules was printed in 1988. The rules were subsequently amended vide Deptt. of Pension & Pensioners' Welfare Notifications given below:

S.No.	Notification No.	Date
1.	S.O.No. 254	4-2-1989
2.	S.O.No. 970	6-5-1989

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 13 सितम्बर, 1989

स्टाम्प

का.आ. 2468.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो तमिलनाडु विद्युत बोर्ड द्वारा जारी किए जाने वाले केवल 32 करोड़, सत्रह लाख बीस हजार 80 मूल के “11.50 % तमिलनाडु विद्युत ऋण 2008” (50वां ऋण) के रूप में वर्णित प्रोमिसरी नोटों के रूप में बंधपत्रों पर उक्त अधिनियम के तहत प्रभावी है।

[सं. 53/89-स्टाम्प-फा. सं. 33/36/89-बि.का.]

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 13th September, 1989

STAMPS

S.O. 2468.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as “11.50% Tamil Nadu Electricity Board Loan, 2008” (50th Loan) of the value of rupees Thirty two crores seventeen lakhs and twenty four thousand only to be issued by Tamil Nadu Electricity Board are chargeable under the said Act.

[No. 53/89/Stamp-F. No. 33/36/89-ST]

आदेश

नई दिल्ली, 14 सितम्बर, 1989

स्टाम्प

का.आ. 2469.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्त निगम, बंगलूर द्वारा जारी किए जाने वाले केवल नौ करोड़ बासठ लाख और पचास हजार रुपये मूल्य के नंबर “45” वाले और 11.55 % कर्नाटक राज्य वित्त निगम बंधपत्र 2008” के रूप में वर्णित प्रोमिसरी नोटों के रूप में बंधपत्रों पर उक्त अधिनियम के तहत प्रभावी है।

[सं. 54/89-स्टाम्प-फा. सं. 33/44/89-बि.का.]

ORDER

New Delhi, the 14th September, 1989

STAMPS

S.O. 2469.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes bearing number “45” and described as 11.55% Karnataka State Financial Corporation Bonds—2008”, of the value of rupees nine crores sixty two lakhs and fifty thousand only to be issued by Karnataka State Financial Corporation, Bangalore, are chargeable under the said Act.

[No. 55/89-Stamp-F. No. 33/44/89-S.F.]

आदेश

स्टाम्प

का.आ. 2470.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस सीमांक को माफ करती है जो राष्ट्रीय लघु उद्योग निगम, नई दिल्ली द्वारा जारी किए जाने वाले केवल तीन करोड़ रु. मूल्य के “भारतीय औद्योगिक बैंक ऋण 3.00 करोड़ रु. 1989”—द्वितीय श्रृंखला “के रूप में वर्णित प्रोमिसरी नोटों के रूप में बंधपत्रों पर उक्त अधिनियम के तहत प्रभावी है।

[सं. 54/89-स्टाम्प-फा. सं. 33/44/89-बि.का.]

## ORDER

## STAMPS

S.O. 2470.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as "Industrial Development Bank of India Loan—Rs. 3.00 crores 1989—second series" of the value of rupees three crores only to be issued by the National Small Industries Corporation, New Delhi are chargeable under the said Act.

[No. 54/89-Stamps-F. No. 33/42/89-ST.]

आदेश

दई दिल्ली, 15 मितम्बर, 1989

स्टाम्प

का.प्र. 2471.—भारतीय स्टाम्प अधिनियम, 1899 [(1899 का 2) क. धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त श्लोक को माफ करती है जो कर्नाटक राज्य वित्तीय निगम, बंगलूर द्वारा जारी किये जाने वाले क्रेडिट बॉन्ड करोड़, बावन लाख और पचास हजार रुपये के बचत पत्रों के स्वरूप के बन्ध पत्रों पर, जिन्हें 47 नम्बर, वाले "11.5 प्रतिशत कर्नाटक राज्य वित्तीय निगम बन्ध पत्र 2009 (द्वितीय श्रृंखला) के" रूप में वर्णित किया गया है, उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 56/89-स्टाम्प-फ. सं. 33/55/89-सं. कर]

## ORDER

New Delhi, the 15th September, 1989

## STAMPS

S.O. 2471.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes and described as "11.5% Karnataka State Financial Corporation Bonds, 2009 (Second Series) bearing the number "47" of the value of rupees eight crores fifty two lakhs and fifty thousand only to be issued by Karnataka State Financial Corporation, Bangalore are chargeable under the said Act.

[No. 56/89-Stamps-F. No. 33/55/89-ST.]

आदेश

स्टाम्प

का.प्र. 2472.—भारतीय स्टाम्प अधिनियम, 1989 (1989 का 2) क. धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त श्लोक को माफ करती है जो कि राष्ट्रीय आवास बैंक, दिल्ली द्वारा जारी किये जाने वाले, बीस करोड़ रुपये मात्र के मूल्य के बचत पत्रों के स्वरूप के बन्ध पत्रों पर, जिन्हें 11.5 प्रतिशत 20 वर्षीय राष्ट्रीय आवास बैंक बन्ध पत्रों के रूप में वर्णित किया गया है, उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 57/89-स्टाम्प-फ. सं. 33/39/89-ए. टी.]

क. आर. मेहमी, अवर स. स. स.

## ORDER

## STAMPS

S.O. 2472. In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby

remits the duty with which the bonds in the nature of promissory notes described as 11.5%—20 years National Housing Bank Bonds of the value of rupees twenty crores only to be issued by National Housing Bank, Delhi are chargeable under the said Act.

[No. 57/89-Stamps-F. No. 33/39/89-ST.]

B. R. MEHMI, Under Secy.

(आर्थिक कार्य विभाग)

दई दिल्ली, 11 मितम्बर, 1989

का.प्र. 2473.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में विश्व मंत्रालय आर्थिक कार्य विभाग के प्रशासकीय नियंत्रण में स्थित राष्ट्रीय बचत संगठन, प्रवर्तन निदेशालय तथा भारतीय साधारण बीमा निगम के निम्नलिखित कार्यालयों को, जिनमें 80 प्रतिशत से अधिक कर्मचारीगण ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. राष्ट्रीय बचत संगठन
  1. क्षेत्रीय कार्यालय, दिल्ली
2. प्रवर्तन निदेशालय
  1. दिल्ली
  2. आगरा
  3. जयपुर
  4. वाराणसी
3. भारतीय साधारण बीमा निगम
 

कम्पनी का नाम : नेशनल इन्श्योरेंस कंपनी लि.

  1. मण्डल कार्यालय-2, जयपुर
  2. मण्डल कार्यालय, उदयपुर
  3. मण्डल कार्यालय, भीलवाड़ा
  4. शाखा कार्यालय, मोहन नगर
  5. शाखा कार्यालय-2, जयपुर
  6. शाखा कार्यालय-4, जयपुर
  7. शाखा कार्यालय-1, उदयपुर
  8. शाखा कार्यालय-2, उदयपुर
  9. शाखा कार्यालय-1, लखनऊ
  10. शाखा कार्यालय-4, लखनऊ
  11. शाखा कार्यालय, बाराबंकी
  12. शाखा कार्यालय, फैजाबाद
  13. शाखा कार्यालय, इटावा
  14. शाखा कार्यालय, भदोही

[सं. 13011/7/88-हि.का.क.]

जय दयाल वर्मा, उप सचिव

(Department of Economic Affairs)

New Delhi, the 11th September, 1989

S.O. 2473.—In pursuance of sub-rules (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby Notifies the following offices of National Saving Organisation, Enforcement Directorate and General Insurance Corporation of India (under the Administrative control of Ministry of Finance, Department of Economic Affairs) where of more than 80 per cent of staff have acquired working knowledge of Hindi.—

1. National Saving Organisation :
  1. Regional Office, Delhi.

## 2. Enforcement Directorate :

1. Delhi
2. Agra
3. Jaipur
4. Varanasi

Name of the Company : National Co. Ltd.

Name of the Company : National Insurance Co. Ltd

1. Divisional Office-2, Jaipur
2. Divisional Office, Udaipur
3. Divisional Office, Bhilwada
4. Branch Office, Mohan Nagar
5. Branch Office-2, Jaipur
6. Branch Office-4, Jaipur
7. Branch Office-1, Udaipur
8. Branch Office-2, Udaipur
9. Branch Office-1, Lucknow
10. Branch Office-4, Lucknow
11. Branch Office, Barabanki
12. Branch Office, Faizabad
13. Branch Office, Itawa
14. Branch Office, Bhadohi

[No. F. 13011/7/88-HIC]

J. D. VERMA, Dy. Secy.

(बैंकिंग प्रभाग)

नई दिल्ली, 12 सितम्बर, 1989

का.प्रा.2474—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (1) की व्याख्या के खण्ड (ऊ) के मद (V) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा उक्त मद के प्रयोजन के लिए कंपनी अधिनियम, 1956 (1956 का 1) के अधीन पंजीकृत कंपनी के रूप में "डिस्काउंट एण्ड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ.-III(i)]

(Banking Division)

New Delhi, the 12th September, 1989

S.O. 2474.—In exercise of the powers conferred by item (v) of clause (e) of Explanation to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under the Companies Act, 1956 (1 of 1956), for the purposes of the aforesaid item.

[No. 20/5/88-B.O.III(i)]

का.प्रा.2475.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (1) की व्याख्या के खण्ड (ऊ) के मद (vi) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा उक्त मद के प्रयोजन के लिए कंपनी अधिनियम, 1956 (1956 का 1) के अधीन पंजीकृत कंपनी के रूप में "डिस्काउंट एण्ड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी. ओ. III (ii)]

S.O. 2475.—In exercise of the powers conferred by item (vi) of clause (d) of Explanation to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies the financial institution known as "Discount and Finance of India Limited", being

a company registered under the Companies Act, 1956 (1 of 1956), for the purposes of the aforesaid item.

[No. 20/5/88-B.O.III(ii)]

का.प्रा.2476—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 18 की उप-धारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजन के लिए कंपनी अधिनियम, 1956 (1956 का 1) के अधीन पंजीकृत कंपनी के रूप में "डिस्काउंट एण्ड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ.-III]

S.O. 2476.—In exercise of the powers conferred by clause (d) of Explanation to sub-section (1) of section 18 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under the Companies Act, 1956 (1 of 1956), for the purpose of the aforesaid clause.

[No. 20/5/88-B.O.III(iii)]

का.प्रा.2477—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 18 के खण्ड (1) की व्याख्या के खण्ड (घ) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजन के लिए कंपनी अधिनियम, 1956 (1956 का 1) के अधीन पंजीकृत कंपनी के रूप में "डिस्काउंट एण्ड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ. III (iv)]

प्राण नाथ, अवर सचिव,

S.O. 2477.—In exercise of the powers conferred by clause (d) of Explanation to sub-section (1) of section 18 read with section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under the Companies Act, 1956 (1 of 1956) for the purposes of the aforesaid clause.

[No. 20/5/88-B.O.III(iv)]

PRAN NATH, Under Secy.

नई दिल्ली, 15 सितम्बर, 1989

का.प्रा.2478—राष्ट्रीयकृत बैंक (प्रबंध और प्रकोण व्यवस्था) स्कीम, 1980 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् कार्यभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए एतद्वारा श्री एस.डी.नायर, वर्तमान महाप्रबंधक, न्यू बैंक आफ इंडिया का पंजाब एण्ड सिंध बैंक के पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) के रूप में नियुक्ति करती है।

[संख्या एफ. 9/10/89-बी.ओ.-I]

New Delhi, the 15th September, 1989

S.O. 2478.—In pursuance of sub-clause (a) of Clause 3 read with Sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government after consultation with the Reserve Bank of India, hereby appoints Shri S. D. Nayar presently General Manager, New Bank of India as a Whole-time Director (designated as the Executive Director) of Punjab and Sind Bank for a period of five years from the date of his taking charge.

[No. F. 9/10/89-B.O.I]

का.आ. 2479:—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) योजना, 1980 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार, विश्व संजालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के उप सचिव श्री एच. संतोषकुमार को श्री एस.के. पुरकायस्थ के स्थान पर एतद्वारा आन्ध्र बैंक के निदेशक के रूप में नियुक्त करती है।

[संख्या एफ. 9/6/89-बी. आ.-I] (1)]

S.O. 2479.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri H. Santosh Kumar, Deputy Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of Andhra Bank vice Shri S. K. Purkayastha.

[F. No. 9/6/89-BO.I(1)]

का.आ. 2480:—भारतीय स्टेट बैंक (अनुसंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 25 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा वित्त संजालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के उप-सचिव श्री यशपाल सेठी को कु. रजना रे के स्थान पर स्टेट बैंक आफ द्राक्वकोर के निदेशक के रूप में नामित करती है।

[संख्या 9/6/89-बी. आ. I (2)]

एम.एस. सीतारामन, अवर सचिव

S.O. 2480.—In exercise of the powers conferred by clause (e) of sub-section (1) of section 35 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, hereby nominates Shri Y. P. Sethi, Deputy Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi to be a Director of the State Bank of Travancore vice Kum. Ranjana Ray.

[No. F. 9/6/89-BO.I(2)]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 18 सितम्बर, 1989

का.आ. 2481:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियों) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान अडूर को-ऑपरेटिव अर्बन बैंक लि., अडूर को, जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेख के प्रकाशन से है, लागू नहीं होंगे।

[सं. एफ 6(3)/89-ए. सी.]

New Delhi, the 18th September, 1989

S.O. 2481.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act, read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Adoor Co-operative Urban Bank Ltd., Adoor, so far as they relate to its publication of the balance sheet and profit and loss account for the year ended 30 June, 1988 together with the auditor's report in the newspaper.

[No. F. 5 (3)/89-AC]

का.आ. 2482:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश

पर एतद्वारा यह घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियों) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान बाडागारा को-ऑपरेटिव अर्बन बैंक लि., पी. आ. बाडागारा को, जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेख के प्रकाशन से है, लागू नहीं होंगे।

[सं. एफ 6(3)/89-ए. सी.]

S.O. 2482.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Badagara Co-operative Urban Bank Ltd., Badagara, so far as they relate to its publication of the balance sheet and profit and loss account for the year ended 30 June, 1988 together with the auditor's report in the newspaper.

[No. F. 6 (3)/89-AC]

का.आ. 2483:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियों) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान कोडुवायूर को-ऑपरेटिव अर्बन बैंक लि., कोडुवायूर को जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेख के प्रकाशन से है, लागू नहीं होंगे।

[संख्या एफ. 6(3)/89-ए. सी.]

S.O. 2483.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Koduvayur Co-operative Urban Bank Ltd., Koduvayur, so far as they relate to its publication of the balance sheet and profit and loss account for the year ended 30th June, 1988 together with the auditor's report in the newspaper.

[No. F. 6(3)/89-AC.]

का.आ. 2484:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियों) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान करुणागपल्ली तालूका प्रबन्ध को-ऑपरेटिव बैंक लि., करुणागपल्ली को जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेख के प्रकाशन से है, लागू नहीं होंगे।

[एफ. संख्या 6(3)/89-ए. सी.]

S.O. 2484.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Karunagapally Taluka Urban Co-operative Bank Ltd., Karunagapally, so far as they

relate to its publication of the balance sheet and profit and loss account for the year ended 30 June, 1988 together with the auditor's report in the newspaper.

[No. F. 6(3)/89-AC.]

का.प्रा. 2485.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एनद्द्वारा यह घोषणा करती है कि बैंककारी विनियमन (महकारी समितियाँ) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान पोनानी को-ऑपरेटिव ग्रुप बैंक लि., पोनानी को, जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेखों के प्रकाशन से है, लागू नहीं होंगे।

[सं. एफ. 6(3)/89-ग. गी.]

S.O. 2485.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Ponani Co-operative Urban Bank Ltd., Ponani, so far as they relate to its publication of the balance sheet and profit and loss account for the year ended 30 June, 1988 together with auditor's report in the newspaper.

[No. F. 6(3)/89-AC.]

का.प्रा. 2486.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एनद्द्वारा यह घोषणा करती है कि बैंककारी विनियमन (महकारी समितियाँ) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान शोरानूर को-ऑपरेटिव ग्रुप बैंक लि., शोरानूर को, जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेखों के प्रकाशन से है, लागू नहीं होंगे।

[संख्या एफ. 6(3)/89-ग. गी.]

S.O. 2486.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Shoranur Co-operative Urban Bank Ltd., Shoranur, so far as they relate to its publication of the balance sheet and profit and loss account for the year ended 30 June, 1988 together with the auditor's report in the newspaper.

[No. F. 6(3)/89-AC.]

का.प्रा. 2487.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एनद्द्वारा यह घोषणा करती है कि बैंककारी विनियमन (महकारी समितियाँ) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान श्रीरङ्गल को-ऑपरेटिव बैंक लि., श्रीरङ्गल को, जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेखों के प्रकाशन से है, लागू नहीं होंगे।

[एफ. सं. 6(3)/89-ग. गी.]

S.O. 2487.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Thiruvalla Co-operative Bank Ltd., Thiruvalla, so far as they relate to its publication of the Balance sheet and profit and loss account for the year ended 30 June, 1988 together with the auditor's report in the newspaper.

[No. F. 6(3)/89-AC.]

का.प्रा. 2488.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एनद्द्वारा यह घोषणा करती है कि बैंककारी विनियमन (महकारी समितियाँ) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के प्रावधान मेप्पयूर को-ऑपरेटिव ग्रुप बैंक लि., मेप्पयूर को, जहाँ तक उनका संबंध समाचार पत्र में प्रकाशित लेखा परीक्षक की रिपोर्ट सहित 30 जून, 1988 को समाप्त वर्ष के लिए उसके तुलन पत्र तथा लाभ-हानि लेखों के प्रकाशन से है, लागू नहीं होंगे।

[एफ. सं. 6(3)/89-ग. गी.]

पी.के. तेजवान, अवर सचिव

S.O. 2488.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Meppayur Co-operative Urban Bank Ltd., Meppayur, so far as they relate to its publication of the balance sheet and profit and loss account for the year ended 30 June, 1988 together with the auditor's report in the newspaper.

[No. F. 6(3)/89-AC.]

P. K. TIYAN, Under Secy.

कार्यालय समाहर्ता, केन्द्रीय उत्पाद शुल्क

अधिसूचना 196/1989

इन्दौर, 15 सितम्बर, 1989

का.प्रा. 2489.—समाहर्तालय केन्द्रीय उत्पाद शुल्क इन्दौर के सर्वश्री एम. एल. चोरमिया एवं आर. इन्दू शालेय, अधीक्षक, समूह "ख" निर्देश प्राप्त करने पर दिनांक 31-8-89 को अपराह्न में शासकीय सेवा से निवृत्त हो गए।

[प. सं. II (3) 8-गोप/89]

बालकृष्ण अग्रवाल, समाहर्ता

CENTRAL EXCISE COLLECTORATE

NOTIFICATION NO. 196/1989.

Indore, the 15th September, 1989

S.O. 2489.—S/Shri S. L. Chaurasia and R. W. Bhalerao Superintendent Central Excise, Group 'B' of Indore Collectorate having attained the age of Superannuation retired from Government Service on 31-8-1989 (A/N).

[C. No. II (3) 8-Con./89]

B. K. AGARWAL, Collector.

**वाणिज्य मंत्रालय**

नई दिल्ली, 23 सितम्बर, 1989

का.आ. 2490 :—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 3 के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री सुरेन्द्र सिंह, विशेष सचिव, वाणिज्य मंत्रालय को अध्यक्ष और निम्नलिखित को निर्यात निरीक्षण परिषद् के सदस्यों में रूप में 01 जनवरी, 1989 से दो वर्ष की अवधि के लिए नामित करती है।

1. निदेशक, निरीक्षण एवं क्वालिटी नियंत्रण निर्यात निरीक्षण परिषद्, नई दिल्ली —सदस्य सचिव
2. महानिदेशक, भारतीय मानक ब्यूरो नई दिल्ली —पदेन
3. भारत सरकार का कृषि विपणन सलाहकार, नई दिल्ली —पदेन
4. महानिदेशक, वाणिज्य आसूचना तथा सांख्यिकी कलकत्ता —पदेन
5. सचिव (तकनीकी विकास तथा महानिदेशक (तकनीकी विकास) उद्योग मंत्रालय, नई दिल्ली
6. निदेशक (निर्यात निरीक्षण के प्रभारी) वाणिज्य मंत्रालय, नई दिल्ली
7. महानिदेशक, राष्ट्रीय परख सदन, कलकत्ता
8. निदेशक, वित्त प्रभाग, वाणिज्य मंत्रालय, नई दिल्ली
9. निदेशक, सेन्ट्रल लैडर रिसर्च इन्स्टीट्यूट, मद्रास
10. निदेशक, सेन्ट्रल फूड टेक्नोलॉजीकल रिसर्च इन्स्टीट्यूट मैसूर
11. विकास आयुक्त, लघु उद्योग, निर्माण भवन, नई दिल्ली
12. श्रीमती मीना चावला, 24 नेहरू प्लेस, नई दिल्ली
13. श्री नरेश गुजराल, अध्यक्ष तथा प्रबंध निदेशक सपन इंडिया लिमिटेड, 227, ओखला इन्डस्ट्रियल एस्टेट, नई दिल्ली 20
14. श्री एस. ओस्मान अही खान, अध्यक्ष ग्रार टी सी ग्रुप ऑफ इण्डस्ट्रीज, बम्बई म्यूचुअल बिल्डिंग, मद्रास 600001.
15. श्री हितन अभय खटाऊ, पार्टनर, खटाऊ इंटरप्राइज लक्ष्मी बिल्डिंग, 6 शूरजी बल्लभदास मार्ग बेलर्ड एस्टेट, बम्बई 400038
16. श्री विजय बहादुर सिंह, एडवोकेट हाईकोर्ट इलाहाबाद आई.सी.बेली रोड, इलाहाबाद 211002.

17. प्रबंध निदेशक, एस.जी.एस. प्रा. लिमिटेड, बम्बई.
18. मुख्य कार्यकारी, मेसोडेट प्रा. लिमिटेड, बंगलोर,
19. मुख्य कार्यकारी, एस्केप (इंडिया) प्रा. लिमिटेड, कलकत्ता.

[का.सं. 3/90/85 ईआईएण्डईपी]

**MINISTRY OF COMMERCE**

New Delhi, the 23rd September, 1989

S.O. 2490.—In exercise of the powers conferred by section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby appoints Shri Surendra Singh, Special Secretary, Ministry of Commerce as Chairman and nominates the following as Member of the Export Inspection Council for a period of two years with effect from 1st January, 1989:—

1. Director of Inspection and Quality Control, Export Inspection Council, New Delhi. — Member Secretary.
2. Director General, Bureau of Indian Standards, New Delhi. — Ex-Officio.
3. Agricultural Marketing Adviser to the Government of India, New Delhi. — Ex-officio.
4. Director General of Commercial Intelligence and Statistics, Calcutta—Ex-officio.
5. Secretary (Technical Development) and Director General (Technical Development) Ministry of Industry, New Delhi.
6. Director, (Incharge of Export Inspection), Ministry of Commerce, New Delhi.
7. Director General, National Test House, Calcutta.
8. Director, Finance Division, Ministry of Commerce, New Delhi.
9. Director, Central Leather Research Institute, Madras.
10. Director, Central Food Technological Research Institute, Mysore.
11. Development Commissioner, Small Scale Industries, Nirman Bhavan, New Delhi.
12. Smt. Mina Chawla, 24, Nehru Palace, New Delhi.
13. Shri Naresh Gujral, Chairman & Managing Director, Span India Ltd., 227, Okhla Industrial Estate, New Delhi—20.
14. Shri S. Osman Ali Khan, Chairman, RTC Group of Industries, Bombay Mutual Building, Madras—600001.
15. Shri Hitenr Abhay Khatau, Partner, Khatau Enterprises, Laxmi Building, 6, Shoorji Vallabhdas Marg, Ballard Estate, Bombay—400038.
16. Shri Vijay Bhadur Singh, Advocate, High Court Allahabad, 1—C, Beli Road, Allahabad—211002.
17. Managing Director, G.S. Pvt. Ltd., Bombay.

18. Chief Executive,  
Mysodet Pvt. Ltd., Bangalore.
19. Chief Executive,  
Eskaps (India) Pvt. Ltd.,  
Calcutta.

[File No. 3/90/85-EI&amp;EP]

नई दिल्ली, 7 अक्टूबर, 1989

का.आ. 2491--केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमशीतित मछली और उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1987 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :--

1. (1) इन नियमों का संक्षिप्त नाम हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1989 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी-नियंत्रण और निरीक्षण) नियम, 1987 में, नियम 10 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :--

"10. निरीक्षण फीस :--प्रत्येक परेषण के लिए न्यूनतम 30.00 रु. के अधीन रहते हुए, निर्यातकर्ता, अभिकरण को निम्नलिखित दर पर निरीक्षण फीस के रूप में संदाय करेगा, अर्थात् :--

मद	परेषणानुसार निरीक्षण के लिए (प्रक्रिया के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन अनुमोदित यूनिटों से भिन्न) [नियम 3(क) के अनुसार] (प्रति कि. ग्रा. या उसके भाग के लिए पैसे)	प्रक्रिया के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन किए गए निरीक्षण के लिए (आई पी क्यू सी प्रणाली) [नियम 3(ख) के अनुसार] (प्रति कि. ग्रा. या उसके भाग के लिए पैसे)-
हिमशीतित झींगा (सभी प्रकार के)	तीस (33)	सत्रह (17)
हिमशीतित समुद्री झींगा (सभी प्रकार के)	सत्तावन (57)	उनतीस (29)
हिमशीतित कटल मछली	है भ्यारह (11)	छह (6)
हिमशीतित स्क्रिड्स	दस (10)	पांच (5)
हिमशीतित पामफ्रिट और अन्य हिमशीतित मछली	दस (10)	पांच (5)

टिप्पण :-- प्रत्येक परेषण के लिए निर्यातकर्ता द्वारा दी जाने वाली निरीक्षण फीस की राशि निकटतम रुपये तक पूर्णकृत की जायेगी और इस प्रयोजन के लिए जहाँ ऐसी राशि में रुपये का भाग पैसे हों, वहाँ यदि ऐसा भाग पचास पैसे या अधिक हो, तो वह बढ़ाकर एक रुपया कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम हो, तो उसे छोड़ दिया जाएगा।

[क्राइल सं. 2(1)/85-ई आई एण्ड ई पी]

प्रादुर्भाव :-- मूल नियम का.आ. 1153 (अ) तारीख 9 अप्रैल, 1988 द्वारा भारत के राजपत्र, भाग-2, खंड-3, उप खंड-(ii), तारीख 9 मार्च, 1988 में प्रकाशित किए गए थे और तत्पश्चात् उनमें का.आ. 3162 तारीख 22 अक्टूबर, 1988 द्वारा संशोधन किया गया और भारत के राजपत्र, भाग-II, खंड-3, उप खंड-(ii) तारीख 22 अक्टूबर, 1988 में प्रकाशित किए गए।

New Delhi the 7th October, 1989

S.O. 2491—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963, the Central Government hereby makes the following rules further to amend the Export of Frozen Fish and Fishery Products (Quality Control and Inspection) Rules, 1987, namely :—

1. (1) These rules may be called the Export of Frozen Fish and Fishery Products (Quality Control and Inspection) Amendment Rules, 1989;

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export of Frozen Fish and Fishery Products (Quality Control and Inspection) Rules, 1987, for rule 10, the following rule shall be substituted, namely :—

"10. Inspection fee—subject to a minimum of Rs. 30/- for each consignment, a fee at the following rates shall be paid by the exporters to the agency as inspection fee, namely :—

Item	For consign- mentwise inspection (other than units approved under Inspection Quality Control System [as per rule 3(a)] (Paise per Kg. or part thereof).	For inspection carried out under Inprocess Quality Control System) (IPQC System) [as per rule 3(b)]. (Paise per kg. or part thereof).
1	2	3
Frozen Shrimps (All types)	Thirty-three	Seventeen
Frozen Lobsters (All types)	Fifty-seven	Twenty-nine
Frozen Cuttlefish	Eleven	Six
Frozen Squids frozen pomfrets and other frozen fish	Ten  Ten	Five  Frozen Five

Note: The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee, and,



for this purpose, where such amount contains a part of a rupee consisting of paise, then, if such part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise, it shall be ignored."

[F.No. 2(1)/85-EI & EP]

#### Footnote:

The principal rules were published vide SO 1153(a) dated 9 April, 1988 in the Gazette of India, Part-II, Section-3, Sub-Section (ii) dated the 9 March, 1988 and subsequently amended by SO 3162 dated 22 October, 1988 and published in the Gazette of India, Part-II, Section-3 Sub-Section (ii) dated 22 October, 1988.

का. आ. 2492.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, डिब्बा बंद मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम डिब्बा बंद मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1989 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. डिब्बा बंद मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 में, नियम 8 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् :—

"8. निरीक्षण फीस :—निम्न दर से फीस का—

(i) जब निरीक्षण, नियम 5 (क) और 5 (ग) के आधार पर किया जाता है तो प्रति कि. ग्रा. या उसके भाग के लिए आठ पैसे और

(ii) जब निरीक्षण, नियम 5 (ख) के आधार पर किया जाता है तो प्रति कि. ग्रा. या उसके भाग के लिए पन्द्रह पैसे। निर्यातकर्ता अभिकरण को निरीक्षण फीस के रूप में संदाय करेगा।"

टिप्पण :— प्रत्येक परपण के लिए निर्यातकर्ता द्वारा दी जाने वाली निरीक्षण फीस की राशि निकटतम रूपए तक पूर्णांकित की जाएगी और इस प्रयोजन के लिए जहाँ ऐसी राशि में रूपए का भाग पैसे हो, वहाँ यदि ऐसा भाग पचास पैसे या अधिक हो, तो वह बढ़ाकर एक रूपया कर दिया जाएगा और यदि ऐसा पचास पैसे से कम हो, तो उसे छोड़ दिया जाएगा।

[फाइल सं. 2(1)/85-ईआई एण्ड ईपी]

ऐ. के. चौधरी, निदेशक

पार्श्वटिप्पण :— मूल अधिसूचना का. आ. 863 तारीख 12-2-1983 भारत के राजपत्र, भाग-2, खंड-3, उप-खंड-(ii) तारीख 12 फरवरी, 1983 में प्रकाशित की गई थी और तत्पश्चात् उसमें का. आ. 763 (अ) तारीख 15 अक्टूबर, 1985 का. आ. 700 (अ) तारीख

1 अक्टूबर, 1986, का. आ. 877 (अ) तारीख 1 अक्टूबर, 1987 और का. आ. 3163 तारीख 22 अक्टूबर, 1988, द्वारा संशोधन किया गया।

S.O. 2492.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963, (22 of 1963) the Central Government hereby makes the following rules further to amend the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Rules, 1983, namely :—

1. (1) These rules may be called the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Amendment Rules, 1989.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Rules, 1983, for rule 8, the following rule shall be substituted, namely :—

"8. Inspection fee.—A fee at the rate of —

(i) Eight paise per kg. or part thereof when the inspection is carried out on the basis of rule 5(a) and 5(c); and

(ii) Fifteen paise per kg. or part thereof when the inspection is carried out on the basis of rule 5(b);

shall be paid by the exporter to the agency as inspection fee."

NOTE: The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee and, for this purpose, where such amount contains a part of a rupee consisting of paise, then, if such part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise, it shall be ignored."

[F. No. 2(1)/85-EI & EP]

A. K. CHAUDHURI, Director

FOOTNOTE: The principal notification was published vide SO 863 dated 12th February, 1983 in the Official Gazette, Part-II, Section-3, Sub-Section (ii) dated the 12th February, 1983 and amended by SO 763(E) dated 15th October, 1985, S.O. 700(E) dated 1st October, 1986, SO 877(E) dated 1st October, 1987 and SO 3163 dated 22nd October, 1988.

(मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 28 जून, 1989

का. आ. 2493.—श्रीमती बी. डी. पुर्यो, बी-1, आनन्द निकेतन, नई दिल्ली-110021 को एक डेनोवोक्स हियरिंग एंड माडल 107-2 पीपीएजीसीआई के आयात के लिए 3,200 रूपए (तीन हजार दो सौ रूपए मात्र) का एक सीमाशुल्क निकासी परमिट सं. पी/जे/3078117, दिनांक 7-12-88 जारी किया गया था।

सीमाशुल्क निकासी परमिट धारक ने परमिट की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क निकासी परमिट उनसे खो गया है। उन्होंने प्रक्रिया पुस्तक, 1988-91 के पैरा-91 की शर्तों के अनुसार अपेक्षित एक शपथपत्र भी प्रस्तुत किया है। सीमाशुल्क निकासी परमिट की अनुलिपि प्रति की ज़रूरत 3,200-रूपये (तीन हजार दो सौ रूपये मात्र) की पूर्ण धनराशि के लिए है। आवेदक ने यह भी वचन दिया है कि मूल सीमाशुल्क निकासी परमिट, अगर बाद में मिस गया, तो इस कार्यालय को लौटा दिया जाएगा।

मैं संतुष्ट हूँ कि मूल सीमाशुल्क निकासी परमिट सं. पी/जे/3078117 दिनांक 7-12-88 श्रीमती बी.डी. पुरुषी से खो गया है तथा समय-समय पर यथासंशोधित 7-12-85 के आयात नियंत्रण आदेश 1955 की धारा 9(ड) में प्रदत्त अधिकारों का प्रयोग करते हुए मूल सीमाशुल्क निकासी परमिट सं. पी/जे/3078117, दिनांक 7-12-88 को एतद्वारा रद्द किया जाता है। आवेदक को रद्द किए गए मूल लाइसेंस के स्थान पर 3,200 रुपये को सम्पूर्ण राशि के लिए सीमाशुल्क निकासी परमिट की अनुलिपि-प्रति अलग से जारी की जा रही है।

[फा. सं. 9/13/ए.एम.-89 ए एल एस]]

(Office of the Chief Controller of Imports & Exports)

### ORDER

New Delhi, the 28th June, 1989

S.O. 2493.—Mrs. B. D. Pruthi, B-1, Anand Niketan, New Delhi-110021 was granted a CCP No. P/J/3078117 dated 7-12-88 for Rs 3,200/- (Rupees Three thousand two hundred only) for import of One No. DANAVOX Hearing Aid Model 187-2PP ACCI from Denmark.

The CCP holder has now applied for issuance of a Duplicate CCP on the grounds that the Original CCP has been lost by her. She has also executed an Affidavit as per requirement in terms of Para 91 of the Hand Book of Procedures 1988-91. The Duplicate CCP is required for the entire amount of Rs. 3,200/- (Rupees Three thousand two hundred only). The applicant has also undertaken to return the Original CCP, if traced later, to this office.

I am satisfied that the Original CCP No. P/J/3078117 dated 7-12-88 has been lost by Mrs. B. D. Pruthi and in exercise of the powers conferred under Sub-clause 9(a) of Import Control Order, 1955 dated 7-12-55 as amended, I hereby Cancel the CCP No. P/J/3078117 dated 7-12-88. A Duplicate CCP is being issued to the applicant in lieu of the Original CCP cancelled hereby for the entire amount of Rs. 3,200/-.

[File No. 9/13/AM-89/ALS]

आदेश

नई दिल्ली, 19 सितम्बर, 1989

का.आ. 2494.—मैसर्स डीजल कम्पोनेंट वर्क्स, पटियाला-147001 को स्टिचर्डर लैंड से धी प्वाइंट इलेक्ट्रॉनिक एयर बोर गेज सिस्टम के दो सेट आयात करने के लिए आयात लाइसेंस सं. जी/एफ/1097234 दिनांक 7-8-89 मूल्य 6,66,225/- रु. (छ: लाख छियासठ हजार दो सौ पच्चीस रुपये मात्र) दिया गया था।

उन्होंने आयात लाइसेंस की अनुलिपि प्रति के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस उनसे खो गया है उन्होंने प्रक्रिया पुस्तक 1988-91 के पैरा 91 की शर्तों के अनुसार अपेक्षित एक शपथ पत्र भी दाखिल किया है। अनुलिपि आयात लाइसेंस 6,66,225/- रु. की पूर्ण धनराशि के लिए अपेक्षित है। पार्टी ने वचन दिया है कि यदि बाद में मूल आयात लाइसेंस मिल गया तो इस कार्यालय को वापिस कर दिया जाएगा।

मैं संतुष्ट हूँ कि मूल आयात लाइसेंस सं. जी/एफ/1097234 दिनांक 7-8-89 डाक में खो गया है और समय-समय पर यथासंशोधित आयात नियंत्रण आदेश, 1955 दिनांक 7-12-55 की उप धारा 9 (गग) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा आयात लाइसेंस सं. जी/एफ/1097234 दिनांक 7-8-89 (दोनों प्रतियाँ) को रद्द करती

हूँ। एतद्वारा रद्द किये गये पूर्ण धनराशि 6,66,225 रु. के मूल आयात लाइसेंस के बदले में पार्टी को अनुलिपि आयात लाइसेंस (दोनों प्रतियाँ) जारी किया जा रहा है।

[फा. सं. 1-आर एल वाई/सी ओ एस/ए एम-90 ए एल एस]

माया देवी केम, उप मुख्य नियंत्रक आयात-निर्यात  
कृते मुख्य नियंत्रक, आयात-निर्यात

### ORDER

New Delhi, the 19th September, 1989

S.O. 2494.—M/s. Diesel Component Works, Patiala-147001, were granted an Import Licence No. G/F/1097234 dt. 7-8-89 for Rs. 6,66,225/- (Rupees Six Lakhs Sixty-six Thousand two hundred twenty-five only) for import of Two sets of three point Electronic Air Bors Gauge System from Switzerland.

They have now applied for issuance of Duplicate Import licence on the grounds that the Original Import Licence has been lost by them. They have also executed an Affidavit as per requirement in terms of Para 91 of the Hand Book of Procedures, 1988-81. The Duplicate I/L is required for the entire amount of Rs. 6,66,225/-. The party has undertaken to return the Original Import licence, if traced later, to this office.

I am satisfied that the Original Import Licence No. G/F/1097234 dated 7-8-89 has been lost in transit and in exercise of the powers conferred under Sub-clause 9(e) of Import Control Order, 1955 dated 7-12-55 as amended, I hereby Cancel the Import Licence No. G/F/1097 234 dated 7-8-89 (both the copies). A Duplicate Import Licence (both copies) are being issued to the party in lieu of the original I/L cancelled hereby for the entire amount of Rs. 6,66,225.

[File No. 1-Rly/Cos/AM-90/ALS]

MAYA DEVI KEM, Dy. Chief Controller of  
Imports & Exports

For the Chief Controller of Imports & Exports

### विदेश मंत्रालय

नई दिल्ली, 5 सितम्बर, 1989

का.आ. 2495.—राजनयिक और कौंसुली अधिकारी (शपथ और गलक) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास कराची में सहायक सचिवी बी. एल. कोल, 2, जीवन लाल, 3, बी. के. जैन, 4, डी. एन. देसवाल, 5. सुनील अग्रवाल, को 8-8-1989 से कौंसुली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/89]

जी. जगन्नाथन, उप सचिव

### MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 5th September, 1989

S.O. 2495.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise

in the 1. S/Shri B. L. Kaul, 2. Jeewan Lal, B. K. Jain, 4. D. N. Deswal, 5. Susil Agarwal Consulate General of India, Karachi to perform the duties of Consular Agents with effect from 8-8-89.

[No. T. 4330/1/89]

G. JAGANNATHAN, Dy. Secy.

**उद्योग मंत्रालय**

(कम्पनी कार्य विभाग)

नई दिल्ली, 13 सितम्बर, 1989

का.प्रा.2496.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा नागार्जुन सिगनोडे लि. जिसका पंजीकृत कार्यालय नागार्जुन हिल्स, पंजागुटा, हैदराबाद 500482 में है के पञ्जीकरण के निरस्तीकरण को अधिसूचित करती है क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग "क" अध्याय III के उपबन्ध अब लागू नहीं होते हैं। (पञ्जीकरण सख्या 2034/84)

[स. 16/9/89-एम. 3]

शक्तिभूषण मिश्र, उप सचिव

**MINISTRY OF INDUSTRY**

(Department of Company Affairs)

New Delhi, the 13th September, 1989

S.O. 2496.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Nagarjuna Signode Limited having its registered office at Nagarjuna Hills, Punjagutta, Hyderabad-500482 the said undertaking being undertaking to which the provisions of Part A Chapter III of the said Act no longer apply.

(Registration No. 2034/84).

[No. 16/9/89-M. III]

S. B. SINGH, Dy. Secy.

**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 14 सितम्बर, 1989

का. प्रा. 2497.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में उदरेरा से जिम्कोलक पेट्रोलियम के परिष्कृत के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी साधनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूचि में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आणव्य एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में बिछाई कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए प्रायोग सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और रखरखाव प्रभाग, मकरपुरा रोड, बडोदा 9, को छह महीने की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा प्रायोग करने वाला हर व्यक्ति विनिवृष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी की मार्फत।

अनुसूची

उदरेरा से जिम्को तक पाइप लाइन बिछाने के लिए।

राज्य—गुजरात	जिला व तालुका	बडोदरा			
गांव	स. न.	हेक्टर	भार	सेक्टर	
1	2	3	4	5	
कोयली घमोरा	कार्ट ट्रेक	0	01	60	
	450/1	0	00	30	
	450/2	0	04	13	
	451	0	02	78	
	452	0	10	66	
	453	0	02	77	
	454	0	07	47	
	455	0	12	46	
	475	0	22	64	
	474	0	05	40	
	487	0	23	01	
	488	0	02	79	
	489	0	13	09	
	कार्ट ट्रेक	0	02	55	
	500	0	12	46	
	502	0	16	71	
	504	0	16	71	
	506	0	05	85	
	कार्ट ट्रेक	0	02	70	
	549	0	20	36	
	562	0	30	33	
	572	0	04	70	
	573	0	21	72	
	583	0	01	18	
	581	0	24	11	
	585	0	13	76	
	कार्ट ट्रेक	0	01	40	
	587	0	08	00	
	कार्ट ट्रेक	0	03	80	
	840	0	14	46	
	कार्ट ट्रेक	0	03	40	
	773	0	07	39	
	775	0	11	60	
	कार्ट ट्रेक	0	01	00	
	776	0	13	06	
	771/1	0	19	72	
	777/2/ए	0	07	05	
	कार्ट ट्रेक	0	01	20	
	821	0	11	14	
	822	0	02	83	
	820/1	0	08	90	

1	2	3	4	5
	819	0	08	30
	818	0	08	15
	817	0	02	00
	काटं ट्रैक	0	05	50
	814	0	15	20
	कार्य ट्रैक	0	01	40
	938/1	0	14	16
	938/2	0	01	24
	कार्य ट्रैक	0	02	70
	940/1	0	14	56
	934	0	04	80
	987/2	0	07	20
	986	0	29	26
	काटं ट्रैक	0	04	20
	1050/3	0	05	00
	1050/2	0	00	34
	1048	0	05	19
	1047	0	07	60
	1042	0	28	28
	1043	0	14	20
	1081/1	0	14	10
	1081	0	20	15
	1088	0	25	56
	1080	0	04	88
	118	0	11	30

[स. प्रो 11027/73/89 प्रोग्रम जी-डी-III]

## MINISTRY OF PETROLEUM &amp; NATURAL GAS

New Delhi, the 14th September, 1989

S.O. 2497.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Undera to GIPCO in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

Pipeline From Undera to GIPCO.

State : Gujarat District &amp; Taluka : Vadodara

Village	Survey No.	Hec-tare	Are	Centi-tiare
1	2	3	4	5
Koyli & Dhanora	Cart track	0	01	60
	450/1	0	00	30
	450/2	0	04	13
	451	0	02	78
	452	0	10	66
	453	0	02	77
	454	0	07	47
	455	0	12	46
	475	0	22	64
	474	0	05	40
	487	0	23	01
	488	0	02	79
	489	0	13	09
	Cart track	0	02	55
	500	0	12	46
	502	0	16	71
	504	0	16	71
	505	0	05	85
	Cart track	0	02	70
	549	0	20	36
	562	0	30	33
	572	0	04	70
	573	0	21	72
	583	0	01	18
	581	0	24	11
	585	0	13	76
	Cart track	0	01	40
	587	0	08	00
	Cart track	0	03	80
	840	0	14	46
	Cart track	0	03	40
	773	0	07	39
	775	0	11	60
	Cart track	0	01	00
	776	0	13	06
	771/1	0	19	72
	777/2/A	0	07	05
	Cart track	0	01	20
	821	0	11	14
	822	0	02	83
	820/1	0	08	90
	819	0	08	30
	818	0	08	15
	817	0	02	00
	Cart track	0	05	50

1	2	3	4	5
	814	0	15	20
	Cart track	0	01	40
	938/1	0	14	16
	938/2	0	01	24
	Cart track	0	02	70
	940/1	0	14	56
	934	0	04	80
	987/2	0	07	20
	986	0	29	26
	Cart track	0	01	20
	1050/3	0	05	00
	1050/2	0	00	34
	1048	0	05	19
	1047	0	07	60
	1042	0	28	28
	1043	0	41	20
	1081/1	0	41	10
	1081	0	20	15
	1088	0	25	56
	1080	0	04	88
	118	0	11	30

[No. O-11027/73/89-ONG-D-III]

का.आ. 2498:—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ.सं. 1383 तारीख 21-4-88 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

नार्थकडी सा.टी.एफ. से सरखोज तक पाइप लाइन बिछाने के लिए।

राज्य-गुजरात जिला-मेहसाणा तालुका-साणंद

गांव	सर्वे नं.	हेक्टर	अरार.	सेन्टी- यर
1	2	3	4	5
चेखला	1224	0	38	00
	1225	0	81	90
	55	0	61	00
	52	0	03	00
	53	0	34	40
	88	0	36	80
	90	0	47	20
	86	0	46	80
	37	0	04	75
	98	0	27	60
	100	0	19	80
	101	0	18	00
	103	0	30	60
	125	0	21	00
	126	0	17	80
	123	0	22	03
	127	0	03	37
	128	0	14	60
	130	0	36	90

[सं. ओ-11027/78/88-ओ.एन.जी.-डी. III]

S.O. 2498.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 1383 dated 21-4-88 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of powers conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

North Kadi CTF to Sarkhej Pipe line

State : Gujarat District : Ahmadavad

Taluka : Sanand

Village	Block No.	Hec- tare	Are	Centi- tiare
Cekhala	1224	0	38	00
	1225	0	81	90
	55	0	61	00
	52	0	03	00
	53	0	34	40
	88	0	36	80
	90	0	47	20
	86	0	46	80
	37	0	04	75
	98	0	27	60
	100	0	19	80
	101	0	18	00
	103	0	30	60
	125	0	21	00
	126	0	17	80
	123	0	22	03
	127	0	03	37
	128	0	14	60
	130	0	36	90

[No. O-11027/78/88-ONG-D-III]

का. आ. 2499:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में चोकारी टी बिन्दु से जिप्को तक पेट्रोलियम के परिवहन के लिये पाइपलाइन लेन तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपलब्ध भूमि में अधिपति का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) का धारा 3 की उपधारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ीदा-9. को हम अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

चोकारी टी बिन्दु से जिप्को तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात जिला : बड़ोदरा तालुका : पादरा

गांव	सर्वे नं.	हेक्टेयर	भार.	सेन्टि- यर
1	2	3	4	5
पुना	380	0	16	44
	381	0	13	20
	402/1	0	10	28
	102/2	0	16	80
	403/1	0	21	64
	403/2	0	35	15
	कार्टट्रेक	0	02	00
	446/1	0	04	63
	446/2	0	04	03
	446/3	0	04	03
	446/4	0	04	03
	446/5	0	04	03
	446/6	0	04	03
	449/1	0	08	00
	445/2	0	12	10
	142	0	09	15
	441/1	0	02	62
	440	0	11	60
	507	0	17	60
	513	0	13	60
	519/2	0	01	80
	520	0	15	80
	518/1	0	14	60
	533	0	02	50
	534	0	02	50
	535	0	02	50
	536	0	02	50
	537	0	02	50
	538	0	02	50
	539	0	04	18
	544	0	06	47
	545	0	01	25
	कार्टट्रेक	0	01	40
	568	0	15	60
	569	0	12	20
	570	0	09	38
	कार्टट्रेक	0	04	50

[सं. ओ-11027/74/89-एन०ओ०डी०-III]

S.O. 2499.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Chakari T Point to GIPCO in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

Pipeline from Chokari T. Point to GIPCO.

State : Gujarat District : Vadodara Taluka : Padra

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Luna	380	0	16	44
	381	0	13	20
	402/1	0	10	28
	402/2	0	16	80
	403/1	0	21	64
	403/2	0	35	15
	Cart track	0	02	00
	446/1	0	04	63
	446/2	0	04	03
	446/3	0	04	03
	446/4	0	04	03
	446/5	0	04	03
	446/6	0	04	03
	449/1	0	08	00
	445/2	0	12	10
	442	0	09	15
	441/1	0	02	62
	440	0	11	60
	507	0	17	60
	513	0	13	60
	519/2	0	01	80
	520	0	15	80
	518/1	0	14	60
	533	0	02	50
	534	0	02	50
	535	0	02	50
	536	0	02	50
	537	0	02	50
	538	0	02	50
	539	0	04	18
	544	0	06	47
	545	0,	01	25
	Cart track	0	01	40
	568	0	15	60
	569	0	12	20
	570	0,	09	38
	Cart track	0	04	50

नई दिल्ली, 15 सितम्बर, 1989

का.भा. 2500:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में उदरेरा से जिप्को तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाय अमूमूर्ति में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9, को इस अधिमूर्चना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐमः आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

उदरेरा से जिप्को तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : और तालुका : बड़ोदरा

गांव	सर्वे नं.	हेक्टेर	आर.	सेन्टी-यर
1	2	3	4	5
अंकोडीया	412/2	0	06	97
	412/1	0	00	80
	411	0	08	25
	410	0	05	20
	413/1	0	04	25
	413/1	0	07	32(31)
	408	0	01	27
	407	0	15	10
	406	0	02	77
	405	0	17	40
	367	0	03	85
	397	0	16	80
	372	0	01	11
	373	0	02	00
	376	0	04	14
	375/1	0	06	74
	375/2	0	06	74
	378	0	09	25
	379/1	0	08	51
	389/1	0	05	95
	389/2	0	13	15
	389/3	0	15	47
	382	0	00	95

1	2	3	4	5
	381	0	15	50
	387	0	03	75
	388	0	11	76
	326	0	16	83

[सं. ओ.-11027/75/89-ओ.एन.जी.-डी.-III]

New Delhi, the 15th September, 1989

S.O. 2500.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Undera to GIPCO in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline from Undera to GIPCO.

State : Gujarat District &amp; Taluka : Vadodara

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Ankodia	412/2	0	06	97
	412/1	0	00	80
	411	0	08	25
	410	0	05	20
	413/1	0	04	25
	413/2	0	07	(32)31
	408	0	01	27
	407	0	15	10
	406	0	02	77
	405	0	17	40
	367	0	03	85
	397	0	16	80
	372	0	01	11
	373	0	02	00
	376	0	04	14
	375/1	0	06	74
	375/2	0	06	74

378	0	09	25
379/1	0	08	51
389/1	0	05	95
389/2	0	13	15
389/3	0	15	47
382	0	00	95
381	0	15	50
387	0	03	75
388	0	11	76
326	0	16	83

[No. O-11027/75/89-ONG-D-III]

का.आ. 2501:—यन: केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में मोटवान जी.सी.एम. से जी.जी.एम. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एनडपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अथ पेट्रोलियम और अर्जित पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार करने का अपना आणव एनडपावद्ध घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और वेल्डिंग प्रभाग, मकरपुरा रोड, बडोदा-9. को इस अधिनियम की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी के मार्फत।

अनुसूची

मोटवान जीसीएम से जीजीएम -II पाइप लाइन बिछाने के लिए

राज्य : गुजरात जिला : भरुच तालुका. अंकणेश्वर

गाव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टी- यर
1	2	3	4	5
हजान	205	0	14	66
	204	0	13	26
	200	0	20	45
	215	0	14	00

[सं. ओ.-11027/76/89-ओ.एन.जी.-डी.-III]



S. O. 2501.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Motwan GCS to GGS II in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

Pipeline from Motwan GCS to GGS-II.

State : Gujarat District : Bharuch

Taluka : Ankleshwar

Village	Block No.	Hec-tare	Are	Centiare
Hajat	205	0	14	66
	204	0	13	26
	200	0	20	45
	215	0	14	00

[No. O-11027/76/89-ONG-D-III]

का.प्रा० 2502.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में काचारी टी बिन्दु से जिष्को तक पेट्रोलियम के परिवहन के लिये पाइपलाइन बिछाने से तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एन०एन०एन० अन्वेषणी में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का आता आदेश एन०एन०एन० घोषित किया है।

अतः कि उक्त भूमि में बिचने कोई व्यक्ति, उन भूमि के सीचे पाइप लाइन बिछाने के लिए आर्तेपक्षम प्राधिकारी से तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9, को उस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और जेना आदेश करने वाला हर व्यक्ति निम्नलिखित यह भी कथन करेगा कि क्या वह वास्तविकता है कि उसकी सूचनाई व्यक्तिगत रूप से हो या किसी विश्विष्ट व्यक्ति की माफ़ग।

### अनुसूची

चाचारी टी. बिन्दु से जिष्को तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : बड़ोदा और तालुका : पादरा

गाँव	ब्लॉक नं.	हेक्टर	आर	सेन्टी-यर
1	2	3	4	5
मृगपुर	1264	0	10	33
	1265	0	11	28
	1259	0	07	61
	1258	0	07	43
	1257	0	10	98
	1256	0	21	91
	1284	0	17	18
	1286	0	00	35
	1289	0	19	38
	1290	0	02	00
	काटेदूक	0	00	65
	1240	0	08	60
	1239	0	12	93
	1234	0	10	13
	1235	0	10	33
	1221	0	15	18
	1222	0	12	93
	1215	0	08	78
	1214	0	07	88
	1213	0	03	95
	काटेदूक	0	01	00
	1159	0	09	71
	1160	0	06	23
	1158	0	07	93
	1164	0	22	28
	1165	0	10	82
	काटेदूक	0	01	52
	982	0	18	07
	983	0	00	76
	975	0	21	08
	976	0	06	63
	977	0	17	65
	970	0	00	35
	काटेदूक	0	00	60
	843	0	01	54
	844	0	19	93
	845	0	04	00
	848	0	12	28
	849	0	16	68
	850	0	05	30
	काटेदूक	0	01	00
	953	0	08	60
	952	0	10	68
	951	0	05	40
	949	0	04	75
	948	0	05	26
	947	0	01	03

1	2	3	4	5
	864	0	26	04
	865	0	21	03
	682	0	05	40
	678	0	24	23
	679	0	00	80
	676	0	09	14
	675	0	08	95
	654/ए	0	05	18
	655	0	11	61
	663	0	00	84
	658	0	19	10
	494	0	06	92
	498/ए	0	01	34
	496	0	04	38
	497	0	08	31
	493	0	00	62
	कार्टट्रेक	0	00	75
	486	0	12	63
	584	0	13	98
	471	0	19	34
	472	0	07	28
	कार्टट्रेक	0	00	60
	399	0	00	86
	400	0	27	20
	401	0	15	88
	410	0	05	36
	402	0	13	18
	407	0	20	16
	कार्टट्रेक	0	01	12
	351	0	02	81
	352	0	15	72
	353	0	11	28
	354	0	08	93
	361	0	04	55
	362	0	04	60
	363	0	19	23
	1212	0	03	55

[स. प्रो-11027/77/89-प्र. एन. जी.-डी. III]

S. O. 2502.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Chokari T Point to GIPCO in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

Pipeline from Chokari T. Point to GIPCO

State : Gujarat District : Vadodara

Taluka : Padra

Village	Block No.	Hec- tare	Are	Cent- tiare
1	2	3	4	5
Mujpur	1264	0	10	33
	1265	0	11	28
	1259	0	07	61
	1258	0	07	43
	1257	0	10	98
	1256	0	21	91
	1284	0	17	18
	1286	0	00	35
	1289	0	19	38
	1290	0	02	00
	Cart track	0	00	65
	1240	0	08	60
	1239	0	12	93
	1234	0	10	13
	1235	0	10	33
	1221	0	15	18
	1222	0	12	93
	1215	0	08	78
	1214	0	07	88
	1213	0	03	95
	Cart track	0	01	00
	1159	0	09	71
	1160	0	06	23
	1158	0	07	93
	1164	0	22	28
	1165	0	10	82
	Cart track	0	01	52
	982	0	18	07
	983	0	00	76
	975	0	21	08
	976	0	06	63
	977	0	17	65
	970	0	00	35
	Cart track	0	00	60
	843	0	01	54
	844	0	19	93
	845	0	04	00
	848	0	12	28

849	0	16	68
850	0	05	00
Cart track	0	01	00
953	0	08	68
952	0	10	68
951	0	05	40
949	0	04	75
948	0	05	26
947	0	01	03
864	0	26	04
865	0	21	03
682	0	05	40
678	0	24	23
679	0	00	80
676	0	09	14
675	0	08	95
654/A	0	05	18
655	0	11	61
663	0	00	84
658	0	19	10
494	0	06	92
498/A	0	01	64
496	0	04	38
497	0	08	31
493	0	00	62
Cart track	0	00	75
486	0	12	63
584	0	13	98
471	0	19	34
472	0	07	28
Cart track	0	00	60
399	0	00	86
400	0	27	20
401	0	15	88
401	0	05	36
402	0	13	18
407	0	20	16
Cart track	0	01	12
351	0	02	81
352	0	15	72
353	0	11	28
354	0	08	93
361	0	04	55
362	0	04	60
363	0	19	23
1212	0	03	55

[No. O-11027/77/89-ONG-D-III]

का.प्रा. 2503 :—यस: केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में के.एन.के. से फेस II तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपायक अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

जहाँ कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष मक्षम प्राधिकार तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड बडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेंगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवस्था की मार्फत।

## अनुसूची

के.एन.के. फेस II की पाइपलाइन, बिछाने के लिए।

राज्य : गुजरात		जिला : खेडा		तालुका : धानसद	
गांव	सर्वे न.	हेक्टेयर	आर.	सेन्टोयर	
1	2	3	4	5	
करमसद	1569	0	00	25	
	1573/2	0	00	40	
	1572	0	18	00	
	1581	0	03	65	
	1582/1	0	11	50	
	1582/3	0	12	60	
	1583	0	01	40	
	1584/1	0	01	00	
	1584/2	0	12	00	
	1655	0	07	70	
	1654	0	13	60	
	1653/2	0	01	56	
	1653/1	0	09	20	
	1667/5	0	11	40	
	1652	0	06	25	
	1738	0	01	30	
	1667/1	0	09	40	
	1667/2	0	01	00	
	1669/P	0	17	65	
	1729	0	00	40	
	1730	0	04	05	
	1766/P	0	01	20	

[सं. O-11027/78/89-ओ.एन.जी.-डी. III]

S. O. 2503.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from K-N-K to Phase II in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquired that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline from K.N.K. Phase-II

State : Gujarat District : Kheda Taluka : Anand

Village	Survey No.	Hec- tare	Are	Centi- tiare
1	2	3	4	5
Karamsad	1569	0	00	25
	1573/2	0	00	40
	1572	0	18	00
	1581	0	03	65
	1582/1	0	11	50
	1582/3	0	12	60
	1583	0	01	40
	1584/1	0	04	00
	1584/2	0	12	00
	1655	0	07	70
	1654	0	13	60
	1653/2	0	01	56
	1653/1	0	09	20
	1667/5	0	11	40
	1652	0	06	25
	1738	0	01	30
	1667/1	0	09	40
	1667/2	0	01	00
	1669/P	0	17	65
	1729	0	00	40
	1730	0	04	05
	1766/P	0	01	20

[No. O-11027/78/89-ONG-D. III]

क्र.प्र. 2504.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जी.एन.ए.यू. से जी.एन.ए.यू. तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जावे चाहिये।

और यतः यह प्रतीत होता है कि ऐसे लाइनों को बिछाने के प्रयोजन के लिए एतपात्र्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा ) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अजित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवृद्ध कोई व्यक्ति, उस भूमि के तांचे पाइपलाइन बिछाने के लिए आक्षेप मन्त्रम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और विकास प्रभाग, मकरपुरा रोड, बडोदा-9, को इस अधिनियम की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

#### अनुसूची

जी.एन.ए.यू. से जी.एन.ए.यू. तथा पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : मरुत	तहसील : जंबुसर		
गाँव	ब्लाक नं.	हेक्टेयर	आर.	सेन्टीयर
डोलीया	283	0	11	83
	282	0	03	64
	281	0	10	14
	279	0	12	35
	227	0	12	48
	228	0	14	69
	229	0	17	55
	239	0	10	66
	238	0	00	06
	240	0	00	50
	241	0	14	43
	242	0	09	62
	188	0	10	92
	186	0	06	50
	185	0	09	10
	182	0	13	65
	181	0	12	61
	385	0	12	62
	387	0	07	02
	394	0	24	31
	392	0	57	98
	393	0	36	40

[सं. O-11027/81/89-ओ.एन.जी.डी-III]

S.O. 2504.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNAU to GNAQ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline from GNAU to GNAQ

State : Gujarat District : Bharuch

Taluka : Jambusar

Village	Block No.	Hec-tare	Are	Centiare
1	2	3	4	5
Dolia	283	0	11	83
	282	0	03	64
	281	0	10	14
	279	0	12	35
	227	0	12	48
	228	0	14	69
	229	0	17	55
	239	0	10	66
	238	0	00	06
	240	0	00	50
	241	0	14	43
	242	0	09	62
	188	0	10	92
	186	0	06	50
	185	0	09	10
	182	0	13	65
	181	0	12	61
	385	0	12	62
	387	0	07	02
	394	0	24	31
	392	0	57	98
	393	0	36	40

[No. O-11027/81/89-ONG-D-III]

का.आ. 2505 --यतः केन्द्रीय सरकार को यह प्रतीत होती है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में दहेज-6 से दहेज यम्पू एच आई तक तैलीयम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी ज़ाहनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) को धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय

सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बगलें कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशय सज्जम अधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा-9, को इस अधिसूचना का मारोख से 21 दिनों के मोर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी बयान करेगा कि क्या वह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किनी विधि व्यवस्था का मार्ग न।

### अनुसूची

दहेज-6 से दहेज यम्पू एच आई तक पाइप लाइन बिछाने के लिए ।

राज्य : गुजरात	जिला : भरुच	तालुका : वागडा		
गांव	ब्लॉक नं.	हेक्टेयर	घर.	सेन्टेयर
कोलोथाव	1	0	82	55

[सं. ओ-11027/80/89ओ.एन.जे.डॉ.-III]

S.O. 2505.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Dahej-6 to Dahej-WHI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquired that right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline from Dahej-6 to Dahej-WHI

State : Gujarat District : Bharuch

Taluka : Vagra

Village	Block No.	Hec-tare	Are	Centiare
Koliyad	1	0	82	55

[No. O-11027/80/89-ONG-D-III]

का.आ. 2506 --यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जीएनबीएफ से जीएन ए यम्पू तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

## SCHEDULE

## Pipeline from GNB to GNAQ

State : Gujarat District : Bharuch

Taluka : Jambusar

Village	Block No.	Hec- tare	Are	Cent- iare
Kalak	484	0	70	04
	488	0	09	10
	486	0	00	24
	487	0	28	80
	524/A/B	0	15	34
	525	0	14	17
	552	0	23	06
	551	0	09	10
	Cart track	0	01	95
	567	0	06	11
	566	0	05	85

[No. O-11027/84/89-ONG-D-III]

का.आ. 2507- यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में वहेज-8 से वहेज डब्ल्यू एच आई तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति निर्निश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

वहेज 8 से वहेज डब्ल्यू एच आई तक पाईस लाईन बिछाने के लिए

राज्य :	जिला :	तालुका :	बागरा	
गांव	ब्लॉक नं.	हेक्टर	घार	सेन्टीयर
1	2	3	4	5
रहियाद	840	0	19	30
	841	0	01	75
	842	0	08	45
	काईट्टक	0	02	60

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति निर्निश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

जीएनबीएफ से जीएनएचयू तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : भरुच तालुका : जंबुसर

गांव	ब्लॉक नं.	हेक्टर	घार	सेन्टी- यर
1	2	3	4	5
कलक	484	0	70	04
	488	0	09	10
	486	0	00	24
	487	0	28	80
	524/ए/बी	0	15	34
	525	0	14	17
	552	0	23	06
	551	0	09	10
	कार्टट्रेक	0	01	95
	567	0	06	11
	566	0	05	85

[मं. प्रो. -11027/84/89-ओएनजी-डी-III]

S.O. 2506.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNB to GNAQ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

1	2	3	4	5
	850	0	20	54
	849	0	01	25
	852	0	02	00
	853	0	13	52
	859	0	09	25
	860	0	02	65
	808	0	14	30
	कार्ट ट्रैक	0	02	60

[सं. ओ-11027/87/89-ओ एन जी-डी-III]

S.O. 2507.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Dahej-8 to Dahej-WHI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

Pipeline from DAHEJ-8 To DAHEJ WHI

State : Gujarat District : Bahruch Taluka : Vagra

Village	Block No.	Hec-tare	Are	Centiare
1	2	3	4	5
Rahiyad	840	0	14	30
	841	0	01	75
	842	0	08	45
	Cart track	0	02	60
	850	0	20	54
	849	0	01	25
	852	0	02	00
	853	0	13	52
	859	0	09	25
	860	0	02	65
	858	0	14	30
	Cart track	0	02	60

[No. O-11027/82/89-ONG-D-III]

का या 2507:—जहाँ केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में दहेज 8) (में दहेज 8) एन जी डी तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यहाँ यह प्रतीत होता है कि ऐसी ज़ाहनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची के वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पदार्थों का (भूमि में उपयोग के अधिकार का अर्जन (अधिनियम, 1962 (1968) का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बर्णन कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए, आशेष सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9, को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत:

### अनुसूची

दहेज-8 से दहेज एन जी डी तक पाईप लाइन बिछाने के लिए।

गांव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टोयर
कोलीयद	58	0	00	15
	1/7	01	18	75
	78	0	14	04
	89	0	13	10
	88	0	11	70
	कार्ट ट्रैक	0	02	00
	212	0	24	05
	214/पी	0	15	86
	214/पी	0	18	60
	226	0	12	50
	225	0	01	50
	224	0	21	50
	223	0	15	90
	190	0	13	50
	191	0	15	15
	187	0	25	35
	183/बी	0	12	75

[सं. ओ-11027/85/89-ओ एन जी-डी-III]

S.O. 2508.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Dahej-8 to Dahej-WHI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land)

Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline from DAHEJ-8 To DAHEJ Whi

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hec-taref	Are	Centiare
1	2	3	4	5
Koliyad	58	0	0	15
	1/A	01	18	75
	78	0	14	04
	89	0	13	10
	88	0	14	70
	Cart track	0	02	00
	212	0	24	05
	214/P	0	15	86
	214/P	0	18	60
	226	0	12	50
	225	0	01	50
	224	0	21	50
	223	0	15	90
	190	0	13	50
	191	0	15	35
	187	0	25	35
	183/B	0	12	75

[No. O-11027/85/89-ONG-D-III]

का.प्र. 2509:—यह केंद्रीय सरकार को यह प्रस्ताव होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में चोकारा टी बिन्दु से उदरा तक पेट्रोलियम के परिवहन के लिए पाइप लाइन के निर्माण का प्राकृतिक रीति-आयोग द्वारा बिछाई जाना चाहिए।

और यह प्रस्ताव होता है कि ऐसी जगहों को बिछाने के प्रयोजन के लिए पेट्रोलियम अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 के उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना प्राकृतिक रीति-आयोग घोषित किया है।

अतः कि उक्त भूमि में क्रियान्वित कोई व्यक्ति, उस भूमि के लिये पाइप लाइन बिछाने के लिए आपत्ति जतन प्राविशारी के बिना प्राकृतिक रीति-आयोग निर्माण और देखभाल विभाग, मकपुरा

रोड, वडोदा-9 को इस अधिनियम की तारीख से 21 दिनों के भीतर कर सकता है।

और ऐसा आपत्ति करने वाला हर व्यक्ति बिनिदिष्टतः यह भी कथन करेगा कि क्या यह वह बहुत है कि उसकी मुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी को मार्फत।

### अनुसूची

चोकारा टी बिन्दु से उदरा पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : तालुका : वडोदरा

गांव	सं. नं.	हेक्टर	आर	सेन्टियर
महापुरा	86	00	56	57
	87	00	06	35
	88	00	05	18
	99	00	13	55
	100	00	08	35

[सं. ओ-11027/92/89-ओ एन जी-ओ III]

S.O. 2509.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Chakari T Point to Undera in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline from Chokari 'T' Point to Undera

State : Gujarat Taluka & District : Vadodara

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Mahapura	86	00	56	57
	87	00	06	35
	88	00	05	18
	99	00	13	55
	100	00	08	35

[No. O.—11027/92/89—ONG-D.-III]



का.प्र. 2510--यन: पेट्रोलियम और खनिज पाइप लाइन भूमि में उपयोग का अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अर्जन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.प्र.सं. 1908 तारीख 8-6-88 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अर्जन सरकार को रिपोर्ट दे दी है।

और आगे, यन: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित की है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्णय देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने को बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अधिसूचना

गंधार से झुपारण तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात

जिला : बड़ोदरा

तालुका : पादरा

गाँव	ब्लॉक नं.	हेक्टर	घर	सेन्टीयर
1	2	3	4	5
गवांसव	643	0	12	20
	647	0	01	00
	648	0	04	30
	649	0	04	40
	650	0	07	2
	651	0	05	20
	733	0	10	30
काटे ट्रैक		0	01	10
	671	0	03	70
	672	0	07	30
	673	0	01	20
	674	0	02	50
	675	0	02	50
	676	9	04	10
	679	0	03	60
	687	0	12	00
	685	0	01	30
	689	0	07	00
	692	0	11	70
काटे ट्रैक		0	00	40
	695	0	04	50
	696	0	04	50

1	2	3	4	5
	703	0	03	40
	706	0	13	80
	713	0	12	80
	712	0	08	70
	898	0	00	50
	900	0	12	00
कांस		0	03	10
	1080	0	04	20
	1078	0	13	05
	1077	0	11	70
काटे ट्रैक		0	01	50
	1075	0	06	75
	1070	0	01	95
	1069	0	03	90
	1063	0	10	50
	1064	0	01	35
	1063	0	07	95
	1062	0	08	85
काटे ट्रैक		0	01	05
	60	0	06	45
	61	0	03	90
	62	0	22	50
	64	0	60	60
काटे ट्रैक		0	00	90
	132/2	0	03	50
	132/ए	0	03	50
	131	0	35	70
	140	0	21	30
	145	0	30	40
	143	0	05	00
	152	0	10	80
	153	0	28	50
काटे ट्रैक		0	01	50
	189	0	40	64
	151	0	19	63
काटे ट्रैक		0	06	60
	246	0	36	08
	261	0	01	12
	248	0	40	20
	265	0	25	50
	272	0	32	00
	273	0	25	25
	264	0	10	00
	274	0	32	40
	280/बी	0	35	10
	280/ए	0	20	40
	295	0	04	18

S.O. 2510.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 1908 dated 8-6-88 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

### SCHEDULE

#### Pipeline from Gandhar to Dhuvaran

State : Gujarat District : Vadodra Taluka : Padra-

Village	Block No.	Hec- tare	Are	Centi- tiare
Gavasad	643	0	12	20
	647	0	01	00
	648	0	04	30
	649	0	04	40
	650	0	07	20
	651	0	05	20
	733	0	10	30
	Cart track	0	01	10
	671	0	03	70
	672	0	07	30
	673	0	01	20
	674	0	02	50
	675	0	02	50
	676	0	04	10
	679	0	08	60
	687	0	12	00
	685	0	01	30
	689	0	07	00
	692	0	11	70
	Cart track	0	00	40
	695	0	04	50
	696	0	04	50
	703	0	03	40
	706	0	13	80
	713	0	12	80
	712	0	08	70
	898	0	00	50
	900	0	12	00
Kans		0	03	10

1	2	4	5	
	1080	0	04	20
	1078	0	13	05
	1077	0	11	70
	Cart track	0	01	50
	1075	0	06	75
	1070	0	01	95
	1069	0	03	90
	1068	0	10	50
	1064	0	01	35
	1063	0	07	95
	1062	0	08	85
	Cart track	0	01	05
	60	0	06	45
	61	0	03	90
	62	0	22	50
	64	0	06	60
	Cart track	0	00	90
	132/12	0	03	50
	132/A	0	03	50
	131	0	35	70
	140	0	21	30
	145	0	30	40
	143	0	05	00
	152	0	10	80
	153	0	28	50
	Cart track	0	01	50
	189	0	40	64
	151	0	19	63
	Cart track	0	06	60
	249	0	36	08
	261	0	01	12
	248	0	40	20
	265	0	25	50
	272	0	32	00
	273	0	25	25
	264	0	10	00
	274	0	32	40
	280/B	0	35	10
	280/A	0	20	40
	295	0	04	18

[No.O-11027/144/88-ONG-D-III]

का. भा. 2511.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एन. के. एच. बी. (235) से एन. के. एफ. भार (219) तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तैल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

प्रतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सहम प्राधिकारी तैल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडौदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या यह बहु चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

#### अनुसूची

एन. के. एच. डी. (235) से एन. के. एफ. धारा (219) तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : मेहसादा तालुका : मेहसाना

गांव	ब्लॉक नं०	हेक्टेयर आर	सेंटियर
मेहमद पुरा	76	0	16 08
	77	0	10 68
	72	0	11 28
	54	0	17 40

[सं. ओ-11027/93/89-ओ एन जी-डी-III]

S.O. 2511.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum and NKHD (235) to NKFR (219) in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

#### SCHEDULE

Pipeline from NKHD (235) to NKFR (219)  
State : Gujarat Dist. Mehsana Taluka : Mehsana

Village	Block No.	Hec-tare	Are	Centiare
Memadpura	76	0	16	08
	77	0	10	68
	72	0	11	28
	54	0	17	40

[No. O-11027/93/89-ONG-D-III]

का. प्रा. 2512.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और नेचुरल गैस मंत्रालय की अधिसूचना का. प्रा. मं. 157 तारीख 21-1-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था

और यतः समस्त अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार की रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, प्रतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तैल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

हजीरा से भीमपूर तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला : सूरत	तालुका : चोर्यासी		
गांव	मर्ब नंबर	हेक्टेर	आर	सेंटियर
वांटेर	84/ 1	0	24	28
	82	0	78	04
	83/ 2	0	41	69
	83/ 1	0	12	96
	84/ 2	0	09	92
	81	0	13	12

[सं. ओ-11027/6/89-ओ एन जी-डी-III]

S.O. 2512.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 157 dated 21-1-1989 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the

right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

### SCHEDULE

Pipeline from Hazira to Nhimpori

State : Gujarat Dist. : Surat Taluka Choryasi

Village	Survey No.	Are.	Cen- Are	
Vanta	84/1	0	24	28
	82	0	78	04
	83/2	0	41	69
	83/1	0	12	96
	84/2	0	09	92
	81	0	13	12

[No. O-11027/6/89-ONG-D-III]

का.भा. 2513—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में चोकारी टी बिन्दु से जिन्को तक पेट्रोलियम के परिवहन के लिये पाइपलाइन रेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अर्थात् कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी रेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बबोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह वापता है कि उसकी सम्बाँधी व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

#### अनुसूची

चोकारी टी बिन्दु से जिन्को तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात

जिला व तालुका :- बडोदरा

गांव	सं. नं.	हेक्टर	घार	सेंटीयर
1	2	3	4	5
मकोडीया	काई ट्रेक	0	02	50
	63	0	09	30
	62	0	03	50
	64	0	10	00
	65	0	12	50
	66	0	09	20

1	2	3	4	5
	54	0	10	80
	55	0	04	80
	49	0	00	23
	काई ट्रेक	0	05	80
	750	0	12	50
	काई ट्रेक	0	02	55
	754	0	08	25
	753	0	10	25
	755	0	16	50
	756	0	02	55
	764	0	08	90
	763/1	0	02	60
	775	0	08	80
	774	0	14	55
	776	0	01	66
	777/1	0	09	65
	777/2	0	06	25
	778	0	03	08
	काई ट्रेक	0	02	30
	780	0	04	25
	काई ट्रेक	0	03	90
	665	0	04	92
	664	0	12	90
	662	0	13	10
	456	0	12	50
	457	0	00	14
	458	0	14	20
	460	0	18	40
	425	0	05	64
	462/1	0	12	90
	469	0	26	20
	473/2	0	11	02
	472	0	10	61
	486	0	14	70
	485	0	05	20
	487	0	05	00
	काई ट्रेक	0	01	70
	471/1	0	01	30

[सं. ओ 11027/94/89 ओ.एन.जी.-डी-III]

S.O. 2513.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Chokari T Point to GIPCO in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

Pipeline From Chokari T. Point to GIPCO  
State : Gujarat District & Taluka : Vadodra

Village	Survey No.	Hec- tore	Are	Centi- tiare
1	2	3	4	5
Ankodiya	Cart track	0	02	50
	63	0	09	30
	62	0	03	50
	64	0	10	00
	65	0	12	50
	66	0	09	20
	54	0	10	80
	55	0	04	80
	49	0	00	23
	Cart track	0	05	80
	750	0	12	50
	Cart track	0	02	55
	754	0	08	25
	753	0	10	25
	755	0	16	50
	756	0	02	55
	764	0	08	90
	763/1	0	02	60
	775	0	08	80
	774	0	14	55
	776	0	01	66
	777/1	0	09	65
	777/2	0	06	25
	778	0	03	08
	Cart track	0	02	30
	780	0	04	25
	Cart track	0	03	90
	665	0	04	92
	664	0	12	90
	662	0	13	10
	456	0	12	50
	457	0	00	14
	458	0	14	20
	460	0	18	40
	425	0	05	64
	462/1	0	12	90
	469	0	26	20
	473/2	0	11	02
	472	0	10	61
	486	0	14	70
	485	0	05	20
	487	0	05	00
	Cart track	0	01	70
	471/1	0	01	30

का.प्र. 2514.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित में यह आवश्यक है कि गुजरात राज्य में चोकरी टी बिन्दु से जिम्को तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पादपलाहन (भूमि में उपयोग के अधिकार का प्रर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बहोदा 9. को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी मथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफत।

## अनुसूची

चोकरी टी बिन्दु से जिम्को तक पाइप लाईन बिछाने के लिए।

राज्य :—गुजरात

जिला व तालुका :—बहोदा

गांव	सं. नं.	हेक्टर	आर	सेन्टीयर
सेबामी	काई ट्रेक	0	02	80
	785	0	20	50
	784	0	16	90
	782	0	09	10
	781	0	09	45
	774	0	05	20
	775	0	17	50
	808	0	03	95
	807	0	23	10
	806	0	04	30
	812	0	13	50
	813	0	06	40
	काई ट्रेक	0	01	00
	814	0	08	90
	838	0	07	90
	837	0	19	80
	835	0	12	50
	834	0	01	10
	873	0	06	70
	874	0	18	12
	876	0	28	80
	काई ट्रेक	0	02	20
	875	0	01	55

[सं. प्र. 11027/95/89 ओ एन जे.-डी III]

S.O. 2514.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Chokari T Point to GIPCO in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

Pipeline from Chokari T. Point to GIPCO  
State : Gujarat District & Taluka : Vadodara

Village	Survey No.	Hec-tare	Are	Centiare
Sevasi	Cart track	0	02	80
	785	0	20	50
	784	0	16	90
	782	0	09	10
	781	0	09	45
	774	0	05	20
	775	0	17	50
	808	0	03	95
	807	0	23	10
	806	0	04	30
	812	0	13	50
	813	0	06	40
	Cart track	0	01	00
	814	0	08	90
	838	0	07	90
	837	0	19	80
	835	0	12	50
	834	0	01	10
	873	0	06	70
	874	0	18	12
	876	0	28	80
	Cart track	0	02	20
	875	0	01	55

[No.O-11027/95/89-ONG-D-III]

का.पा. 2515—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में दहेज 2 से दहेज डबल्यू एच. आई तक पेट्रोलियम के परिवहन के निम्ने पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए दलद पाखण्ड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3

की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

यद्यपि कि उक्त भूमि में हितवन् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए, आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा 9. को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

### अनुसूची

दहेज 2 से दहेज डबल्यू एच.आई तक पाइप लाइन बिछाने के लिए।

राज्य :- गुजरात	जिला :- धरुच	तापुका :- वागरा
गांव	ब्लाक नं.	हे. भाग सेन्ट्री
लीयाद	46/पी	0 08 30
	46/सी	0 14 30
	45/पी	0 18 60
	44	0 05 70
	41	0 05 50
	1/ए/पी	01 30 40
	232	0 11 70
	228	0 04 80
	227	0 20 00
	229	0 18 35
	178/बी	0 10 40
	178/ए	0 13 40
	225	0 00 60
	190	0 13 65
	191	0 17 40
	187	0 25 30
	183/बी	0 12 70

[सं. प्रो 11027/83/89 प्रो एन/जी-बी III]

S.O. 2515.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Dahej-2 to Dahej-WHI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

Pipeline From Dahej-2 to Dahej. WHI

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hec-tare	Are	Cen-tiare
Koliyad	46/P	0	08	30
	46/P	0	14	30
	45/P	0	18	60
	44	0	05	70
	41	0	05	50
	1/A/P	01	30	40
	232	0	11	70
	228	0	04	80
	227	0	20	00
	229	0	18	35
	178/B	0	10	40
	178/A	0	13	40
	225	0	00	60
	190	0	13	65
	191	0	17	40
	187	0	25	30
	183/8	0	12	70

[No. O-11027/83/89—ONG. D-III]

का.प्र. 2516.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में मुनेर मार्ग से जी. एन. बी. आई. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी साधनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हिनबद कोई व्यक्ति, उस भूमि को नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोचा 9. को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुमवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

मुनेर मार्ग से जी एन बी आई तक पाइप लाइन बिछाने के लिए।

राज्य :—गुजरात जिला :—मरुच तालुका :—वासरा

गांव	ब्लॉक.	ता.	हे.	आर सेन्टीयर
1	2	3	4	5
गंधार	159	0	02	52
	160	0	14	89
	161	0	04	88
	160(ए)	0	14	57

1	2	3	4	5
	200	0	15	80
	521	0	05	98
	203	0	04	16
	204	0	04	29
	205	0	08	06
	295	0	15	54
	294	0	08	97
	280	0	07	35
	293	0	07	80
	302	0	01	73
	292	0	05	23
	282	0	17	23
	245	0	12	42
	248	0	28	67
	249	0	04	17
	231	0	34	64
	230	0	25	93

[सं. प्रो 11027/88/89 प्रोएनजी-डी III]

S.O. 2516.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Muller Road to GNBI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

Pipeline from Muller Road to GNBI

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hec-tare	Are	Cen-tiare
1	2	3	4	5
Gandhar	159	0	02	52
	160	0	14	89
	161	0	04	88
	160(A)	0	14	57
	200	0	15	80
	521	0	05	98
	203	0	04	16
	204	0	04	29
	205	0	08	06

1	2	3	4	5
	295	0	15	54
	294	0	08	97
	280	0	07	35
	293	0	07	80
	302	0	01	73
	292	0	05	23
	282	0	17	23
	245	0	12	42
	248	0	28	67
	249	0	04	17
	231	0	34	64
	230	0	25	93

[No. O-11027/88/89-ONG-D-III]

का.भा. 2517:- यतः केन्द्रीय सरकार की यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में मुकरे मार्ग से जी एन बी आई तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हिनबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप मसम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह वाहना है कि उसकी सन्तुष्टि व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत ।

## अनुसूची

मुकरे मार्ग से जी एन बी आई तक पाइप लाइन बिछाने के लिए ।

राज्य : गुजरात जिला : भरुच तालुका : बागरा

गांव	ब्लॉक नं.	हे.	घार.	सेन्टी.
अलादार	133	0	36	92
	134	0	28	60
	140	0	19	76
	159	0	13	46
	158	0	08	57
	147	0	08	36
	155	0	13	39
	154	0	23	80
	150	0	19	96

[सं. ओ-11027/87/89/ओएनजी-डी-III]

S.O. 2517.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Muller Road to GNBI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

## Pipeline from Muller Road to GNBI

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hec-tare	Are	Centiare
1	2	3	4	5
Aladar	133	0	36	92
	134	0	28	60
	140	0	19	76
	159	0	13	46
	158	0	08	57
	157	0	08	36
	155	0	13	39
	154	0	23	80
	150	0	19	96

[No. O-11027/87/89-ONG-D-III]

का.भा. 2518:- यतः केन्द्रीय सरकार की यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जी एन बी एफ से जी एन ए क्यू तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

बशर्ते कि उक्त भूमि में हिनबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप मसम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।



और ऐसा आशय करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

जी एन सी एफ से पी एन ए, क्यू तक पाइप लाइन बिछाने के लिए  
राज्य : गुजरात जिला : भरुच तालुका : जंबुसर

गांव	ब्लॉक नं.	हे.	आर.	सेन्टी
वांसेटा	5	0	24	96
	3	0	21	19
	1	0	01	95

[सं. ओ-11027/86/89-ओएनजी-डी-III]

S.O. 2518.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNBF to GNAQ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

## Pipeline From GNBF to GNAQ

State : Gujarat District : Bharuch  
Taluka : Jambusar

Village	Block No.	Hec-tare	Are	Centiare
1	2	3	4	5
Vanseta	5	0	24	96
	3	0	21	19
	1	0	01	95

[No. O-11027/86/89-ONG-D-III]

का.प्र. 2519—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जी एन ए गे से जी एन ए क्यू तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।  
2674 GI/89—3

और यहाँ यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्भावद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

जहाँ कि उक्त भूमि में हिनबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आशय सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और वेबपाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशय करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

जी.एन.ए.यू.से.जी.एन.ए.क्यू तक पाइप लाइन बिछाने के लिए।  
राज्य : गुजरात जिला : भरुच तालुका : जंबुसर

गांव	ब्लॉक नं.	हे.	आर.	सेन्टी
टंकारी	2424	0	58	37
	2339	0	19	76
	2338	0	00	20
	2337	0	18	46
	2334	0	14	30
	2335	0	31	46
	2332	0	04	16
	2330	0	33	15
	2314	0	27	56
	2305	0	13	39
	2304	0	13	26
	2011	0	40	43
	2010	0	36	14
	1971	0	08	58
	1999	0	17	55
	2001	0	01	04
	1995	0	03	51
	1994	0	03	51
	1993	0	05	72

[सं. ओ-11027/89/89-ओएनजी-डी-III]

S.O. 2519.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNAU to GNAQ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline From GNAU to GNAQ

State : Gujarat

District : Bharuch

Taluka : Jambusar

Village	Block No.	Hec-tare	Are	Centiare
1	2	3	4	5
Tankari	2424	0	58	37
	2339	0	19	76
	2338	0	00	20
	2337	0	18	46
	2334	0	14	30
	2335	0	31	46
	2332	0	04	16
	2330	0	33	15
	2314	0	27	56
	2305	0	13	39
	2304	0	13	26
	2011	0	40	43
	2010	0	36	14
	1971	0	08	58
	1999	0	17	55
	2001	0	01	04
	1995	0	03	51
	1994	0	03	51
	1993	0	05	72

[No. O-11027/89/89-ONG-D-III]

का.आ. 2520:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जी एन बी एक से जी एन ए क्यू तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी जगहों को बिछाने के प्रयोजन के लिए एनएपाइड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना प्राथम एनएपाइड घोषित किया है :

बसते कि उक्त भूमि में हितवादी कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस

आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा-9. को उस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किधि व्यवसायी की मार्फत।

### अनुसूची

जी एन बी एक से जी एन ए क्यू तक पाइप लाइन बिछाने के लिए  
राज्य : गुजरात जिला : भरुच तालुका : जंबसर

गांव	ब्लॉक नं.	हे.	घार.	सेन्टीयर
खानपुर	1816...	0	92	75
	1817	0	05	85

[सं. ओ-11027/90/89-ओ एन जी-डी. III]

S.O. 2520.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNB to GNAQ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

### SCHEDULE

#### Pipeline From GNB to GNAQ

State : Gujarat

District : Bharuch

Taluka : Jambusar

Village	Block No.	Hec-tare	Are	Centiare
Khanpur	1816	0	92	75
	1817	0	05	85

[No. O-11027/90/89-ONG-D-III]

का.आ. 2521:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ.सं. 3734 तारीख 31-12-78 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइन को बिछाने के लिए अर्जित करने का अपना प्राथम घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और प्राप्ति के कारण से केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्दिष्ट किया है।

प्रश्न का उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार प्राप्त करने के लिए एतद्वारा अर्जित किया जाता है।

और प्राप्ति के उक्त धारा की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी भाषाओं से मुक्त रूप में, घोषणा के प्रकाशन की तारीख को निहित होगा।

#### अनुसूची

बी.एस.एच.डी. से बलोल जी.जी.एस तक पाइपलाइन बिछाने के लिए

राज्य : गुजरात	जिला : मेहसाना	तालुका : मेहसाना		
गांव	सर्वे नं.	हेक्टेयर	भार.	सेन्टीयर
मीठा	610/2	0	05	76
	465/1	0	10	56
	465/2	0	03	96
	464/2	0	02	04
	464/1	0	08	40
	468	0	09	72
	469	0	10	20
	433	0	09	36
	434	0	11	04
	429/1	0	10	08

[सं. ओ-11027/200/88-ओएनजी-डी-III]

के. विवेकानन्द, डेस्क अधिकारी

S.O. 2521.—Whereas by notification of the Government India in the Ministry of Petroleum & Natural Gas S.O. No. 3734 dated 31-12-88 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from BLHD to Balol GGS

State : Gujarat Distt. : Mehsana Taluka : Mehsana

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Mitha	610/2	0	05	76
	465/1	0	10	56

1	2	3	4	5
	465/2	0	03	96
	464/2	0	02	04
	464/1	0	08	40
	468	0	09	72
	469	0	10	20
	433	0	09	36
	434	0	11	04
	429/1	0	10	08

[No. O-11027/200/88-ONG-D-III]

K. VIVEKANAND, Desk Officer.

#### स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 5 सितम्बर, 1989

का.प्रा. 2522:- भारतीय नर्स परिषद अधिनियम, 1947 (1947 का 48) की धारा 3 की उपधारा (1) के खंड (क) के अनुसरण में निम्नलिखित व्यक्तियों को संबंधित प्राधिकारियों द्वारा प्रत्येक के नाम के अपने दशित तारीख से भारतीय नर्स परिषद के सदस्यों के रूप में निर्वाचित किया गया है, अर्थात् :-

सदस्यों की विभिन्नियां	प्राधिकारी का नाम जिसने निर्वाचन की तारीख उमें निर्वाचित किया
1. कुमारी बानी चटर्जी रजिस्ट्रार, पश्चिमी बंगाल नर्स परिषद कलकत्ता	पश्चिम बंगाल नर्स परिषद, कलकत्ता, 18 मई, 1989
2. श्रीमती एस.डी. डिब्रर नर्स अधीक्षक, मेडिकल कॉलेज और अस्पताल, रोहसक हरियाणा	हरियाणा रजिस्ट्रार परिषद चंडीगढ़ 3 दिसम्बर, 1988

अतः प्रश्न उक्त अधिनियम की धारा 6 के साथ पठित धारा 3 की उपधारा (1) के खंड (क) के अनुसरण में केंद्रीय सरकार भारत सरकार के पूर्ववर्ती स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना संख्या सा.का.नि. 1147 तारीख 1 दिसम्बर, 1958 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खंड (क) के अर्धीन "निर्वाचित" शब्द के अर्धीन,

(i) क्रम संख्या 7 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :

"7. कुमारी बानी चटर्जी, 18 मई, 1989"  
रजिस्ट्रार, पश्चिमी बंगाल  
नर्स रजिस्ट्रार परिषद  
कलकत्ता

(ii) क्रम संख्या 14 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :-

"14. श्रीमती एस.डी. डिब्रर, 3 दिसम्बर, 1988  
नर्स अधीक्षक,  
मेडिकल कॉलेज और अस्पताल,  
रोहसक हरियाणा।

[सं.बी. 14013/1/89-वी.एम.एस.]

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 5th September, 1989

S.O. 2522:—Whereas in pursuance of clause (a) of sub-section (1) of Section 3 of the Indian Nursing Council Act, 1947 (48 of 1947), the following persons have been elected to be the members of the Indian Nursing Council by the authorities concerned with effect from the dates shown against each, namely :—

Particulars of members	Name of the authority which elected him/her	Date of election
1. Miss Bani Chatterjee, Registrar, West Bengal Nursing Council, Calcutta.	West Bengal Nursing Council, Calcutta	18th May, 1989
2. Smt. S.D. Chhibber, Nursing Superintendent, Medical College and Hospital Rohtak, Haryana.	Haryana Nurses Registration Council	5th December, 1988

Now, therefore, in pursuance of clause (a) of sub-Section (1) of section 3 read with section 6 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Health No. G.S.R. 1147 dated the 1st December, 1958, namely :—

In the said notification under the heading, "Elected under clause (a) of sub-section (1) of section 3,"—

(i) for serial number 7 and the entries relating thereto, the following shall be substituted, namely :—

"7. Miss Bani Chatterjee,  
Registrar,  
West Bengal Nurses Registration Council,  
Calcutta. 18th May, 1989."

(ii) for serial number 14 and the entries relating thereto, the following shall be substituted, namely :—

"14. Smt. S.D. Chhibber,  
Nursing Superintendent,  
Medical College & Hospital,  
Rohtak, Haryana. 5th December, 1988."

[No. V. 14013/1/89-PMS]

नई दिल्ली, 11 सितम्बर, 1989

क.प्र. 2523.—केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद अधिनियम 1956 (1926 का 102) की धारा (ii) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद में परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची का निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अनुसूची में "लखनऊ विश्वविद्यालय" के सामने क्रम 2 और स्तम्भ -3 में क्रमशः निम्नलिखित प्रविष्टियाँ अस्तित्वापित की जाएँगी अर्थात् :—

"मास्टर ऑफ सर्जरी (चिकित्साशास्त्र विज्ञान), एम.सी.एच.  
(चिकित्साशास्त्र विज्ञान)

टिप्पण: उक्त अर्हता तब मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब वह के.जी. मेडिकल कॉलेज लखनऊ में प्रशिक्षित किए गए शिक्षार्थियों के सातवें, अथवा अष्टम वर्ष के विषयविद्यार्थी द्वारा समुदरत की जाए ।

[सं. बी. 11015/19/89-एमडीपी]

New Delhi, the 11th September, 1989

S.O. 2523.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule, against “the Lucknow University”, after the existing entries, the following entries shall be inserted in the 2 and 3 Columns respectively, namely :—

“Master of Surgery (Neuro-Surgery) M.Ch. (Neuro-Surg).”

Note :—The above qualification shall be recognised medical qualification when granted by the Lucknow University in respect of the students being trained at K.G. Medical College, Lucknow.

[No. V. 11015/19/89-ME(P)]

का.प्रा. 2524:—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची का निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में, “साउथ गुजरात विश्वविद्यालय” के सामने स्तम्भ 2 और स्तम्भ 3 में क्रमशः निम्नलिखित प्रविष्टियाँ अन्तःस्थापित की जाएंगी, अर्थात् :—

“मास्टर ऑफ सर्जरी (सामान्य सर्जरी) एम.एम. (सामान्य)

टिप्पण: उक्त अर्हता तब मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब वह गवर्नमेंट मेडिकल कॉलेज, सुरत में प्रशिक्षित किए गए विद्यार्थियों की भावन साउथ गुजरात विश्वविद्यालय द्वारा अनुस्मृत की जाएगी।

[संख्या बी. 11-15/29/88-एम.ई. (पी.)]

S.O. 2524.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendments in the First Schedule to the said Act, namely :—

In the said Schedule, against “the South Gujarat University” the following entries shall be instead in columns 2 and 3 respectively, namely :—

“Master of Surgery (General Surgery) M.S. (Genl. Surg.)

Note :—The above qualification shall be recognised medical qualification when granted by the South Gujarat University in respect of the students being trained at Government Medical College, Surat.”

[No. V. 11015/29/88-ME(P)]

का.प्रा. 2525:—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की पहली अनुसूची का निम्नलिखित और संशोधन करती है, अर्थात् :— [उक्त अनुसूची में, मेरठ विश्वविद्यालय से संबन्धित प्रविष्टियों के पश्चात्, निम्नलिखित प्रविष्टियाँ अन्तःस्थापित की जाएंगी, अर्थात् :—

“नेत्र विज्ञान में डिप्लोमा” डी.डि.

\*टिप्पण: उपर्युक्त अर्हता तब मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब वह एम.एल.आर.एम. मेडिकल कॉलेज, मेरठ में प्रशिक्षित विद्यार्थियों की मेरठ विश्वविद्यालय द्वारा अनुस्मृत की जाएगी।

[संख्या बी. 11015/8/86 एम.ई. (पी.)]

S.O. 2525.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule, after the entries relating to Meerut University, the following entries shall be inserted, namely :—

“Diploma in Ophthalmology”

D.O.

\*Note.—The above qualification shall be recognised medical qualification when granted by Meerut University to the students trained at L.L.R.M. Medical College, Meerut.”

[No. V. 11015/6/86-ME (P)]

का.प्रा. 2526:—भारतीय आयुर्विज्ञान परिषद, अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में कलकत्ता विश्वविद्यालय की सीनेट ने डा. भास्करानन्द रायचौधरी, उपकुलपति, कलकत्ता विश्वविद्यालय की भारतीय आयुर्विज्ञान परिषद का सदस्य पुनः निर्वाचित किया है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (5) के साथ पठित धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में डा. भास्करानन्द रायचौधरी, उपकुलपति, कलकत्ता विश्वविद्यालय की पुनः भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की 9 जनवरी, 1960 की अधिसूचना संख्या 138 तारीख 9 जनवरी, 1960 के अधीन गठित भारतीय आयुर्विज्ञान परिषद का सदस्य नामनिर्दिष्ट करती है।

[संख्या बी. 11013/13/88-एम.ई. (पी.)]

S.O. 2526.—Whereas in pursuance of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Bhaskarananda Raychaudhuri, Vice-Chancellor, Calcutta University has been re-elected by the Senate of the Calcutta University to be a member of the Medical Council of India.

Now, therefore, in pursuance of clause (b) of sub-section (1) of section 3 read with sub-section (5) of section 7 of the said Act, the Central Government hereby renominates Dr. Bhaskarananda Raychaudhuri, Vice-Chancellor, Calcutta University to be a member of the Medical Council of India constituted under the notification of the Government of India in the erstwhile Ministry of Health No. S.O. 138, dated the 9th January, 1960.

[No. V. 11013/13/88-ME(P)]

का.प्रा. 2527:—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (क) के अनुसरण में तथा उत्तर प्रदेश सरकार के परामर्श से डा. श्रीमती सरला वर्मा, निदेशक, आयुर्विज्ञान शिक्षा और प्रशिक्षण, उत्तर प्रदेश को इस अधिसूचना के जारी किए जाने की तारीख से भारतीय आयुर्विज्ञान परिषद का सदस्य नामनिर्दिष्ट किया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के उपखण्डों के अनुसरण में स्वास्थ्य मंत्रालय की अधिसूचना संख्या का.प्रा. 130 तारीख 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है अर्थात् :

उक्त अधिनियम में “धारा 3” की उपधारा (1) खण्ड (क) के अधीन “नामनिर्दिष्ट” शीर्षक के अन्तर्गत क्रम संख्या 2 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि रखी जाएगी, अर्थात् :—

2. डा. (श्रीमती) सरला वर्मा,  
निदेशक, प्रायुर्विज्ञान शिक्षा और प्रशिक्षण,  
उत्तर प्रदेश सरकार,  
लखनऊ

[संख्या बी. 11013/7/89-एम.ई. (पी०)]

S.O. 2527.—Whereas the Central Government in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Uttar Pradesh have nominated Dr. (Mrs) Sarla Verma, Director of Medical Education and Training, U.P. to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Ministry of Health No. S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the head "Nominated" under section 3 (1) (a), for serial number 2 and the entry relating thereto, the following serial number and entry shall be substituted namely :—

"2. Dr. (Mrs) Sarla Verma, Director of Medical Education and Training, Govt. of Uttar Pradesh, Lucknow."

[No. V. 11013/7/89-ME(p)]

नई दिल्ली, 15 सितम्बर, 1989

का.प्रा. 2528:—केन्द्रीय सरकार, भारतीय प्रायुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय प्रायुर्विज्ञान परिषद से परामर्श करने के पश्चात्, उक्त अधिनियम की प्रथम अनुसूची का निम्नलिखित और संशोधन करने है, अर्थात् :—

उक्त अनुसूची में "जम्मू विश्वविद्यालय" के समिते स्तम्भ 2 और स्तम्भ 3 में क्रमशः निम्नलिखित प्रविष्टियाँ संत.स्थापित की जाएँगी, अर्थात् :—

"मास्टर प्राक सर्जरी (सामान्य सर्जरी)\* एम.एस. (सामान्य सर्जरी)

\*टिप्पण: उक्त अर्हता तब मान्यताप्राप्त प्रायुर्विज्ञान अर्हता होगी जब वह गवर्नमेंट मेडिकल कॉलेज, जम्मू में प्रशिक्षित किए गए विद्यार्थियों की बाबत जम्मू विश्वविद्यालय द्वारा अनुवृत्त की जाएगी।"

[संख्या बी/11015/24/89 एम.ई. (पी०)]

प्रा. श्रीनिवासन, अवर सचिव

New Delhi, the 15th September, 1989

S.O. 2528.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule, against "the Jammu University" the following entries shall be inserted in columns 2 and 3, respectively, namely :—

"Master of Surgery (General Surgery)\* M. S. (Genl. Surgery).

\*Note.—"The above qualification shall be recognised medical qualification when granted by the Jammu University in respect of the students being trained at Govt. Medical College, Jammu."

[No. V. 11015/24/89-ME(P)]  
R. SRINIVASAN, Under Secy.

## कृषि मंत्रालय

(कृषि अनुसंधान और शिक्षा विभाग)

(भारतीय कृषि अनुसंधान परिषद)

नई दिल्ली, 28 जून, 1989

का.प्रा. 2529:—भारतीय कृषि अनुसंधान परिषद द्वारा निर्मित स्थायी वित्त समिति के विनियमों के नियम 2(iv) के अनुसरण में तथा कृषि उत्पाद उपकर अधिनियम, 1940 की धारा 7 (2) में निहित प्रावधानों के अनुसरण में शासी निकाय के निम्नलिखित सदस्यों को इस निकाय द्वारा 14-3-1989 से एक वर्ष की अवधि के लिए या उस समय तक के लिए जब तक कि उनके उत्तराधिकारी का विधिवत निर्वाचन नहीं हो जाता, इसमें जो भी पहले हो उस समय तक के लिए, स्थायी वित्त समिति के सदस्य के रूप में निर्वाचित कर लिया गया है:—

1. डा. सुखदेव सिंह,  
कुलपति,  
पंजाब कृषि विश्वविद्यालय,  
लुधियाना (पंजाब)
2. श्री पी. एन. भट,  
निदेशक,  
भारतीय पशु चिकित्सा अनुसंधान संस्थान,  
हज्जतनगर (उ.प्र.)
3. डा. (श्रीमती) राजमल पी. देवदास,  
निदेशक,  
अविनाशिलिंगम गृह विज्ञान कॉलेज,  
कोयम्बतूर (तमिलनाडु)
4. श्री एस. एस. अटवाल,  
भूतपूर्व संसद सदस्य,  
अटवाल हाउस,  
ग्रीन पार्क एक्सटेंशन,  
नई दिल्ली

[का. सं. 2(1)/88-समन्वय]

हजारी लाल, अवर सचिव

## MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

(Indian Council of Agricultural Research)

New Delhi, the 28th June, 1989

S.O. 2529.—In pursuance of Regulation 2(iv) of the Standing Finance Committee Regulations framed by the Indian Council of Agricultural Research in pursuance of provision contained in section 7(2) of the A.P. Cess Act, 1940 the following members of the Governing Body have been elected by that body to be members of the Standing Finance Committee for a period of one year with effect from 14-3-1989 or till such time as their successors are duly elected, whichever is later :

1. Dr. Sukhdev Singh,  
Vice-Chancellor,  
Punjab Agricultural University,  
Ludhiana (Punjab)
2. Dr. P. N. Bhat,  
Director,  
Indian Veterinary Research Institute,  
Izatnagar (U.P.).
3. Dr. (Mrs.) Rajamal P. Devadas,  
Director,  
Avinashilingam Home Science College,  
Coimbatore (T.N.).
4. Shri S. S. Atwal, Ex. M. P.  
Atwal House,  
Green Park Extension,  
New Delhi

[F. No. 2(1)/88-CDN]  
HAZARI LAL, Under Secy.

**नई दिल्ली विकास मंत्रालय**

नई दिल्ली, 18 सितम्बर, 1989

**दिल्ली प्रभाग**

का.प्र. 2530—यह निम्नलिखित क्षेत्रों के बारे में कुछ संशोधन, जिनमें केन्द्रीय सरकार अधोवर्णन क्षेत्रों के बारे में दिल्ली वृद्ध योजना क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जिसमें दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के उपबन्धों के अनुसार दिनांक 28-8-88 को नोटिस संख्या: 20(26) 86-एम.पी. द्वारा प्रकाशित किये गये थे, जिसमें उक्त अधिनियम की धारा 11ए की उपधारा (3) में अपेक्षित आपत्तियों मुद्दाब उक्त नोटिस की तारीख के 30 दिन की अवधि में आमंत्रित किए गए थे।

और यह: प्रस्तावित संशोधनों के बारे में कोई आपत्तियाँ और मुद्दाब प्राप्त नहीं हुए हैं और यह: केन्द्रीय सरकार ने दिल्ली वृद्ध योजना क्षेत्रीय विकास योजना में संशोधन करने का निर्णय किया है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 11-ए की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली की उक्त वृद्ध योजना में एतद्वारा निम्नलिखित संशोधन करती है:—

**संशोधन:—**अंगनूरा में जोन डी 17 में जाने वाले 593.87 वर्ग गज क्षेत्र, जो दक्षिण में 60 फुट "बीड़ी सड़क, पश्चिम और उत्तर में लेने और पूर्व में आवासीय क्षेत्र तथा 50" सड़क से घिरा है, का भूमि उपयोग "आवासीय" से सार्वजनिक एवं अर्ध सार्वजनिक "सुविधाओं" (डाक एवं तार कार्यालय) में बदला जाना अस्वीकृत है।

[संख्या के.—19011/18/86-डी०डी.—II ए/की ए]

डी.सी. मिश्रा, डेस्क अधिकारी

**MINISTRY OF URBAN DEVELOPMENT**  
(Delhi Division)

New Delhi, the 18th September, 1989

S.O. 2530.—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned hereunder, were published with Notice No. F. 20(25) 86-MP dated 27-8-88 in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions, as required by sub-section (3) of Section 11-A of the said Act, within thirty days from the date of the said notice;

**MINISTRY OF SURFACE TRANSPORT**

(Roads Wing)

New Delhi, the 14th September, 1989.

S.O.2531:—In exercise of the powers conferred under sub-section (3) of the National Highway Authority of India Act, 1988 (68 of 1988), the Central Government hereby makes the following appointments in the National Highway Authority of India.

(i) Shri K.K. Sarin,

Director General (Road Development) and Additional Secretary to Government of India,

Ministry of Surface Transport.

(ii) Shri N.C. Chatterjee,

financial Adviser &amp; Joint Secretary to the Government of India, Ministry of Surface Transport.

And whereas no objections and suggestions have been received with regard to the said proposed modification; And whereas the Central Government have decided to modify the Master Plan for Delhi/Zonal Development Plan;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi with effect from the date of publication of this Notification in the Gazette of India.

**Modification**

"The land use of an area measuring 593.67 Sq.yds. in Jungpura, New Delhi, bounded by 60 "wide road in the South, land in West and North and residential area and 50' road in the East falling in Zone-D/17, is changed from 'Residential' to 'Public and Semi Public Facilities (P&T Office)'".

[No. K-13011/18/86-DD. II A/VA]

B. C. SHYNGLE, Desk Officer

जन भूतल परिवहन मंत्रालय

(सड़क पक्ष)

नई दिल्ली, 14 सितम्बर, 1989

का० अ० 2531—भारतीय राष्ट्रीय राजमार्ग प्राधिकरण-अधि नियम 1988 (1988 का 63) की धारा 3 की उपधारा (3) में प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारतीय राष्ट्रीय राजमार्ग प्राधिकरण में निम्नलिखित नियुक्तियाँ करती है:—

(1) श्री के.के. सरिन, महानिदेशक (सड़क विकास)—अध्यक्ष एवं अपर सचिव, जन भूतल परिवहन मंत्रालय, भारत सरकार।

(2) श्री एन.सी. चटर्जी, वित्तीय सलाहकार एवं—सदस्य (वित्त) संयुक्त सचिव, जन भूतल परिवहन मंत्रालय, भारत सरकार।

2. ये अधिकारी बिना किसी प्रतिरिक्त पारिश्रमिक के अपनी इच्छाओं के अन्तर्गत उपर्युक्त पदों की इच्छाओं को इस शर्त पर देखेंगे कि यह अन्तरिम व्यवस्था 31-10-1989 को अन्तिम नियमित पद धारियों की नियुक्ति पर, जो भी पहले हो, समाप्त हो जाएगी।

[सं. एनएच-11065(4)/89/पीएस/स.प.]

बी. एन. पुरी, निदेशक

—Chairman

—Member (Finance)

2. The Officers shall look after the duties of the above posts in addition to their own duties without any additional remuneration with the stipulation that the interim arrangement would come to and end on 31-10-1989 or the appointment of regular incumbent, whichever is earlier.

[F. No. NH-11065(4)/89-PL/RW]

B. N. PURI, Director

### भारत मंत्रालय

नई दिल्ली 22 अगस्त, 1989

का.प्र. 2532-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार से एक्सेल इंडस्ट्रीज लिमिटेड, बम्बई और भावनगर और उनके कर्मचारियों के बीच औद्योगिक विवाद में अनुबन्ध में दिए गए राष्ट्रीय औद्योगिक प्रशिक्षण, बम्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 7 सितम्बर, 1989 को प्राप्त हुआ था

### MINISTRY OF LABOUR

New Delhi, the 22nd August, 1989

S.O. 2532.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award of the National Tribunal at Bombay as shown in the annexure in the Industrial dispute between employers in relation to the management of Excel Industries Ltd., Bombay & Bhavnagar and their workmen, which was received by the Central Government on the 7th September, 1989.

### ANNEXURE

#### BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

#### PRESENT

#### PRESENT :

Mr. Justice M. S. Jamdar, Presiding Officer

Reference No. NTB-1 of 1986

#### PARTIES :

The employers of the Excel Industries Limited, Bombay and the Excel Industries Limited, Bhavnagar.

#### AND

Their Workmen

#### APPEARANCES :

For the Management.—Mr.—M. M. Verma, Advocate.

For the Workmen.—Mr. S. M. Dharap, Advocate and Mr. M. P. Mehta, Advocate

#### INDUSTRY :

Manufacturing

Bombay, dated the 13th day of December, 1988

The Central Government in exercise of the powers conferred by sub-section (1A) of section 10 of the Industrial

### AWARD

Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :

"Whether the employers of the Excel Industries Limited Bombay and the Excel Industries Limited, Bhavnagar, should pay to its employees twenty per cent of their annual wages as bonus for the years 1980-81 and 1981-82."

2. M/s. Excel Industries Limited is the Company incorporated under the Companies Act 1956. It has two factories situated in Bombay, one at Bhavnagar in Gujarat State, fourth at Roha, District Raigad, Maharashtra and fifth at Lote, District Ratnagiri also in Maharashtra. Admittedly, all these undertakings, though situated at different places, are treated as parts of the same establishment for the purpose of computation of bonus. The Company paid only the minimum bonus at 8.33% for the years 1980-81 and 1981-82 and hence the Mumbai Mazdoor Sangh (hereinafter referred to as "Sangh") representing the workman employed in the factories situated in the Maharashtra State and in the Head Office at Bombay raised demand for 20% bonus for the years 1980-81 and 1981-82 vide its letter dated 18-4-1984. As the Company ignored this demand the matter was taken in conciliation. But as the Company came out with calculations showing that the allocable surplus was minus (—) 14.69 lakhs the conciliation failed and at the instance of both the parties to the dispute and in view of the fact that workman from more than one state are concerned in the dispute, the Central Government made a reference to this National Industrial Tribunal.

3. It appears that similar dispute was raised by the Rashtriya Mazdoor Sangh, Excel Industries Limited, Bhavnagar, and this dispute was referred to by the Government of Gujarat State to the State Industrial Tribunal at Rajkot. In view of the present reference the said reference to the Industrial Tribunal at Rajkot is deemed to have been quashed by virtue of Clause (a) of sub-section (6) of section 10 of the Industrial Disputes Act. The Excel Karamchari Union, Bhavnagar, which claimed to be a party to the reference pending in the Industrial Court at Rajkot was made a party to this reference but in spite of several adjournments the said Union did not file its own statement of claim in respect of the claim in dispute.

As can be seen from the statements filed by the employer the allocable surplus is shown to be 6.23 lakhs and nil in the years 1980-81 and 1981-82 respectively. The allocable surplus for the year 1980-81 is calculated as follows :—

Item No.	Particulars	Amount of sub-items	Amount of main items
(1)	(2)	(3)	(4)
		Rs. in lakhs	Rs. in lakhs
1.	Net Profit as per Profit & Loss Account	90.52	
2.	Add back provision for :		
	(a) Bonus to employees	15.65	



(1)	(2)	(3)	(4)
(b) Depreciation		100.75	
(c) Direct Taxes, including the provision (if any) for previous accounting years.		..	
(d) Development Rebate/Investment Allowance Reserve		..	
(e) Any other Reserve		..	
Total of Item No. 2		116.40	

## 3. Add back also :

(a) Bonus paid to employees in respect of previous year.	..
(b) The amount debited in respect of gratuity paid or payable to employees in excess of the aggregate of: <ul style="list-style-type: none"> <li>(i) the amount, if any, paid to, or provided for payment to, an approved gratuity fund; and</li> <li>(ii) the amount actually paid to employees on their retirement or on termination of their employment for any reason.</li> </ul>	..
(b) Donations in excess of the amount admissible for Income-tax	.07
(c) Any annuity due, or commuted value of any annuity paid, under the provisions of Section 280-D of Income-Tax Act, during the accounting year.	..
(d) Capital expenditure (other than capital expenditure on scientific research which is allowed as a deduction under any law for the time being in force relating to direct taxes and capital losses on sale of capital assets (on which depreciation has been allowed for income-tax or agriculture income-tax).	..
(e) Losses of, or expenditure relating to any business situated outside India.	..
	0.07

## 4. Add also income, profits or gains (if any) credited directly to reserves, other than :—

(i) Capital receipts and capital profits (including profits on the sale of capital assets on which depreciation has not been allowed for Income-tax or agriculture income-tax).	..
(ii) Profits of, and receipts relating to, any business situated outside India.	..

(1)	(2)	(3)	(4)
(iii) Income of Foreign concerns from Investments outside India.		..	
Total of Item No. 4		..	
5. Total of Item Nos. 1, 2, 3, & 4			206.99
6. Deduct :			
(a) Capital receipts and capital profits (other than profits in the sale of assets on which depreciation has been allowed for income-tax or agriculture income-tax).		..	
(b) Profit of, and receipts relating to, any business situated outside India.		..	
(c) Income of foreign concern from Investment outside India		..	
(d) Expenditure or losses (if any) debited directly to reserves, other than :—		..	
(i) Capital expenditure and capital losses (other than losses on sale of capital assets on which depreciation has not been allowed for Income-tax or agricultural income-tax).			
(ii) Losses of any other business situated outside India.			
(e) In the case of foreign banking concerns proportionate administrative (overhead) expenses of head office allocable to Indian business.		..	
(f) Refund of any direct tax paid for previous accounting years and excess provisions, if any, of previous accounting years relating to bonus depreciation, taxation or development allowance, if written back :			
(i) Excess provision for taxation for earlier years written back.		1.46	
(ii) Excess provision for depreciation for earlier years.		0.18	
(iii) Development Rebate Reserve written back		10.64	
(g) Cash subsidy, if any, given by the Government or by any body-corporate established by any law for the time being in force or by any other agency through budgetary grants whether given directly or through any agency for specified purposes and the proceeds of which are reserved for such purposes.			
Total of Item No. 6			12.28

(1)	(2)	(3)	(4)
7.	Gross profits for purposes of bonus (item No. 5 minus item No. 6).		194.71
	Less : Prior charges deductible under section 6 of the Act :		
	(1) Depreciation admissible under section 31(1) of the of the Income-tax Act.	124.78	
	(2) Investment Allowance	..	
	(3) Direct Tax payable as per Annexure 'B'	32.00	
	(4) Export Market Development Allowance	1.38	
	(5) Sums specified in the Third Schedule :		
	(i) 8.5% of the equity share capital as at the commencement of the accounting year	21.80	
	(ii) 6% of the reserve as at the commencement of accounting year	23.82	
			203.78
			(—)9.07
	Add : Tax Saving on Bonus for 1979-80		19.45
	AVAILABLE SURPLUS :		10.38
	ALLOCABLE SURPLUS :		
	@60% of Available Surplus		6.23
5.	The allocable surplus for the year 1981-82 is calculated by the Company as follows :—		
Item No.	Particulars	Amount of sub-items	Amount of main items
1.	Net Profit as per Profit & Loss Account	68.31	
2.	And back provision for :		
	(a) Bonus to Employees	15.62	
	(b) Depreciation :	106.68	
	(c) Direct taxes including the provision (if any) for previous accounting years:	0.24	
	(d) Development Rebate/Investment Allowance Reserve	88.00	
	(e) Any other Reserve	..	
	Total of Item No. 2	210.54	
3.	Add back also :		
	(a) Bonus paid to employees in respect of previous years.	..	
	(aa) The amount debited in respect of gratuity paid or payable to the employees in excess of the aggregate of :		
	(i) the amount, if any, paid to or provided for payment to an approved gratuity fund and	..	

(1)	(2)	(3)	(4)
(ii) the amount actually paid to employees on their retirement or on termination of their employment for any reason.		..	
(b) Donation in excess of the amount admissible for income-tax.		0.03	
(c) Any annuity due, or commuted value of any annuity paid, under the provision of section 280-D of the Income-Tax Act, 1961 during the accounting year.		..	
(d) Capital expenditure (Other than capital expenditure on scientific research which is allowed as a deduction under any law for the time being in force relating to (other than) losses on sale of capital assets on which depreciation has been allowed for income-tax or agricultural income-tax).		..	
(e) Losses of, or expenditure relating to any business situated outside India.		..	
Total of Item No. 3		0.03	
4. Add also income, profits or gains (if any) credited directly to reserves, other than :			
(i) Capital receipts and capital profits (including profits on the sale of capital assets on which depreciation has not been allowed for income-tax or agriculture income-tax):		..	
(ii) Profits, or, and receipts relating to, any business situated outside India.		..	
(iii) Income of Foreign concerns from Investments outside India.		..	
Total of Item No. 4		..	
5. Total of Item No. 1, 2, 3 & 4 :			210.57
			278.88
6. Deduct :			
(a) Capital receipts and capital profits (other than profits on the sale of assets on which depreciation has been allowed for income-tax or agricultural income-tax):		..	
(b) Profit of, and receipts relating to, any business situated outside India.			
(c) Income of foreign concern from Investment outside India.		..	
(d) Expenditure or losses (if any) debited directly to reserves, other than :			

(1)	(2)	(3)	(4)
(i) Capital expenditure and capital losses (other than losses on sale of capital assets on which depreciation has not been allowed for income-tax or agricultural income-tax).		..	
(ii) Losses of any other business situated outside India.		..	
(e) In the case of foreign banking concerns proportionate administrative (overhead) expenses of head office allocable to Indian business.		..	
(f) Refund of any direct tax paid for previous accounting years and excess provision, if any, of previous accounting years relating to bonus, depreciation, taxation or development allowance, if written back :			
(i) Excess provision for taxation for earlier years written back.		..	
(ii) Excess provision for depreciation for earlier years.		..	
(iii) Development Rebate Reserve written back:		2.20	
(g) Cash subsidy, if any, given by the Government or by any body-corporate established by any law for the time being in force or by any other agency through budgetary grants whether given directly or through any agency for specified purposes and the proceeds of which are reserved for such purposes.		..	
			2.20
7. Gross profits for purpose of bonus: (Item N. 5 minus Item No. 6)			276.68
Less : Prior charges deductible under section 6 of the Act.			
(1) Depreciation admissible under section 32(1) of the Income-tax Act.		123.45	
(2) Investment Allowance		115.64	
(3) Direct tax payable as per annexure 'B'		10.66	
(4) Export Market Development Allowance		1.17	
(5) Sums specified in the Third Schedule:			
(i) 8.5% of the equity share capital as at the commencement of the accounting year:		21.80	
(ii) 6% of the Reserves as at the commencement of the accounting year:		27.08	
			299.80
Add : Tax saving on Bonus for 1980-81:			(—)23.12
			8.43
AVAILABLE SURPLUS			(—)14.69
ALLOCABLE SURPLUS :			
% 60% of Available Surplus:			NIL

6. According to the Company, there was neither any set-on nor set-off of the year 1979-80 which was carried forward to the year 1980-81 and there was no set-on of the year 1980-81 carried forward to the year 1981-82 but there was set-off of Rs. 8.73 lakhs and thus a set-off of 24.35 lakhs was carried forward to the year 1982-83. The Sangh has disputed this position. According to the Sangh, the set-on carried forward to the year 1980-81 was 40.33 lakhs and the set-on carried forward to the year 1981-82 was 38.49 lakhs while set-on carried forward from 1981-82 to 1983 was 58.89 lakhs. The Sangh has also disputed the figures of gross profit for the years 1980-81 and 1981-82 given by the Company. According to the Sangh, the gross profit for the purpose of bonus for the year 1980-81 was 225.12 lakhs as against 194.71 lakhs shown by the Company, while the gross profit for the purpose of bonus for the year 1981-82 was 310.26 lakhs as against 276.68 lakhs shown by the Company. According to the Sangh some amounts are not added back while some amounts are wrongly deducted while computing the gross profit and some amounts are wrongly deducted while computing the available surplus for both the years.

7. According to the Sangh, donations amounting to Rs. 11,000, Rs. 3,60,000 provided for gratuity, Rs. 5,22,000 contributed to the CC Shroff Research Institution, Rs. 49,000 worth of assets written off, commission of Rs. 20.39 lakhs paid and three items of expenditure disallowed by the Income Tax Officer (I.T.O.) Rural Development Expenses amounting to Rs. 13,601, Ex-gratia Payment amounting to Rs. 35,574 and Purchase of Technical Know-how worth Rs. 1 lakhs—should have been added back to the net profit for the year 1980-81 for calculating the gross profit for the purpose of bonus. The Sangh also disputed the deductions made under clause (f) of item (6) of the first schedule. As can be seen from the calculations made by the Company that Rs. 1.46 lakhs being excess provision for taxation for earlier years written back, Rs. 18,000 depreciation for earlier years and Rs. 10,64,000 as Development Rebate Reserve written back are deducted from the total of item no. 1 to 4 of the second schedule of the Payment of Bonus Act. The Sangh has also disputed the amounts of Rs. 32 lakhs and Rs. 1.38 lakhs deducted from the gross profits as prior charges deductible under section (6) of the payment of Bonus Act, on account of direct tax payable and export market development allowance respectively, while calculating the available surplus for the year 1980-81. The Sangh also disputed the amount of depreciation and amount equivalent to 6% of the reserves at the commencement of the accounting year which were also deducted as prior charges from the gross profits for the purpose of bonus while calculating the available surplus for the year 1980-81. But at the hearing of the reference the dispute was given up and the Sangh accepted the correctness of the amount deducted by way of depreciation and 6% of the reserves under clauses (1) and 5(ii) of Item (7) of the second schedule. The Sangh also did not dispute the deductions on account of debt equity ratio.

8. As mentioned above, according to the Sangh, the gross profit for the purpose of bonus for the year 1981-82 was 310.29 lakhs. It is the case of the Sangh that donations amounting to Rs. 3 lakhs; contribution to CC Shroff Institution amounting to Rs. 3.28 lakhs; Rs. 29,000 as the value of assets written off Rs. 26.5 lakhs as the commission paid on sales; three items namely, Rs. 60,000 as contribution to the rural development, Rs. 37,156 as expenditure for rural development and Rs. 1,96,909 being expenses on handicapped persons which were disallowed by the I.T.O. Rs. 7,76,000 being discount given on sales and Rs. 18,000 being the debts written off should have been added to the net profit for calculating the gross profit for the purpose of bonus for the year 1981-82. The Sangh also challenged the deduction made under clauses (f) of item (6) of the second schedule on account of development rebate reserves written back. The workmen also challenged the deductions made from the gross profits for the purpose of bonus as prior charges deductible under section (6) of the Act, on account of depreciation, direct tax payable and export market development allowance. The deduction made by the Company on account of depreciation is 123.45 lakhs while according to the workmen, it should be restricted to 72.40 lakhs, the amount which is allowed by the Income Tax Authorities.

The deduction on account of direct taxes is 10.66 lakhs while on account of export market development amount it is 1.17 lakhs.

9. The gross profit for the purpose of bonus in case of a Company other than a Banking Company is to be calculated as per section 4(b) of the Payment of Bonus Act, in the manner specified in the Second Schedule. The Second Schedule contemplates adding back the items mentioned at serial no. 2 to 4 to the net profit as per the profit and loss account and deduction of the items mentioned in clause (a) to (g) of item (6) from the total of items nos. 1 to 4. The accuracy of the profit and loss account is presumed by virtue of section 23 of Payment of Bonus Act and it is not necessary for the Company to prove accuracy of the statements and particulars contained in the Profit and Loss Account. No doubt, the presumption is rebuttable but the workmen in this case have not only not challenged the accuracy of the said statements especially the accuracy of the net profit but also made their own calculations of gross profits for both the years on the basis of the net profit mentioned in the Profit and Loss Account for the years 1980-81 and 1981-82. It is also well settled that while calculating the gross profits for the purpose of bonus in the case of a Company, other than a Banking Company only items 2 to 4 of the second schedule are to be added back to the net profit as per the profit and loss account and only those amounts mentioned in clauses (a) to (g) of item (6) of Second Schedule can be deducted from the total of item nos. 1 to 4. An item which does not fall within clauses (2) to (4) cannot be added to the net profit and items which do not fall within clauses (a) to (g) of item (6) of the second schedule cannot be deducted from total of item nos. 1 to 4, while calculating the gross profits for bonus. It is also equally well settled that only the sums mentioned in clauses (a) to (c) of section (6) and the sums specified in item 1 of the Third schedule read with sub-section (d) of S.6 of the Payment of Wages Act, can be deducted from the gross profits as prior charges in case of a Company other than a Banking Company. In view of this position, and in view of the fact, that the figures of net profit shown in the profit and loss account for the years 1980-81 and 1981-82 are not challenged, in fact, accepted, the amounts representing the assets written off, the commission paid (though obviously disproportionately large) the expenditure disallowed by the Income Tax Authorities, the discount given on sales and debts written off cannot be added back to the net profit as they do not fall within any of the items which can be added back to the net profit for calculating the gross profits for the purpose of bonus.

10. The Company made donations to the tune of Rs. 11,000 during the year 1980-81 and to the extent of Rs. 3,000 during the year 1981-82. As per clause (b) of Item No. 3 of the Second Schedule donations in excess of the amount admissible for the purpose of Income Tax are to be added back to the net profit. Only those deductions which are described in sub-section (2) of section 80G of the Income Tax Act, are deductible under sub-section (1) of the said section from the total income of an assessee. The Company has added back Rs. 7,000 to the net profit for the year 1980-81 as donations in excess of the amount admissible for the income tax and has not added back any amount on that account for the year 1981-82. It is however an admitted position that in the income-tax assessment only Rs. 1,875 were held to be deductible under section 80G of the I.T. Act from the total income of the company for the year 1980-81 and no amount was held to be deductible under the aforesaid provision of the income-tax act on that account for the year 1981-82. Hence as rightly contended by the Sangh Rs. 9,125 will have to be added back to the net profit as donations in excess of the amount admissible for the Income-Tax Act, instead of Rs. 7,000 added back by the company and Rs. 3,000 will have to be added back to the net profit for the year 1981-82. The Company has not shown that donations in excess of Rs. 7,000 during the year 1980-81 and donations to the extent of Rs. 3,000 during the year 1981-82 fell within any of the clauses of sub-section (2) of section 80-G of the Income Tax Act and were deductible under sub-section (1) of the said provision from the total income of the company and hence not liable to be added back.

11. The Company has debited Rs. 3.60 lakhs in the profit and loss account for the year 1980-81 under the sub-head 'Gratuity' under the head 'Payment to, and Provisions

for Employees' in schedule (P) as 'Manufacturing and other Expenses'. The Company has also debited Rs. 3.9 lakhs as contribution to the Employees Group Gratuity-cum-Life Assurance Scheme under the same head namely 'Payments to and Provisions for Employees' in schedule (P) which as mentioned above, related to manufacturing and other expenses. According to the Sangh, this amount of Rs. 3.60 lakhs should be added back to the net profit as this amount has not been provided for under any approved gratuity fund as defined in clause (5) of section 2 of the Income Tax Act. This contention is taken by the Sangh in the application dated 12-2-1988, filed by the General Secretary, elaborately stating the case of the Sangh in respect of the items claimed by the Company and disputed by the Sangh. Shri Kailas Dabholkar, who is working as Senior Executive (Accounts & Taxation) with the Company has filed an affidavit dated 29-3-1988, in reply to the application dated 12-2-1988 of the Sangh. He has also filed a supplementary affidavit to the affidavit dated 29-3-1988. He has specifically stated that the Gratuity Fund is administered by the Life Insurance Corporation and this fund has been approved by the Taxation Authorities. He has also filed as annexure (4) to his supplementary affidavit dated 29-3-1988, a copy of Master Policy No. GI/1038 granted by the Life Insurance Corporation of India to the Trustees of the Excel Industries Private Limited Employees Group Gratuity Insurance Scheme. It will be seen from the pre-amble of the policy that it was issued by the Life Insurance Corporation of India on an application of the trustees of M/s. Excel Industries Private Limited Employees Group Gratuity Insurance Scheme to grant the benefits as described in the trust deed and rules of the scheme and to effect necessary assurances as provided for in the trust deed and the rules. Shri Dabholkar was not cross examined on behalf of the Sangh on this aspect of the matter. It is also pertinent to note that the amount of Rs. 8.60 lakhs does not represent the amount provided for gratuity under any approved gratuity fund. As mentioned above, the Company has separately debited Rs. 3.9 lakhs as contribution to the Employees Group Gratuity Cum Life Insurance Scheme for the year 1980-81. It is not the case of the Sangh that this amount of Rs. 3.9 lakhs should be added back to the net profit for the year 1980-81. The contention therefore that because the fund is not approved the amount of Rs. 3.6 lakhs debited as expenditure on account of gratuity should be added back cannot be accepted.

12. The Clause (aa) of Item (3) of the Second Schedule contemplates addition back to the net profit of the amounts debited in respect of gratuity paid or payable to employees in excess of the aggregate of (i), the amount if any paid for or provided for payment to an approved gratuity fund; and (ii) the amount actually paid to the employees on their retirement or on termination of their employment for any reason. As mentioned above, the amount of Rs. 3.9 lakhs represents the amount paid for as provided for payment to the approved gratuity fund and hence it cannot be added back. The amount of Rs. 3.6 lakhs obviously, is not covered by sub-clause (i) of clause (aa) of item (3). It was sought to be urged on behalf of the Sangh for the first time during the course of the arguments that the amount of Rs. 3.6 lakhs has to be added back because it is not covered by sub-clause (ii) of clause (aa) of item (3) of the Second Schedule. According to the Sangh there was no question of actually paying this amount to the employees because the employees must have been paid the amount of gratuity due to them by the Life Insurance Corporation of India under the Employees Group Gratuity-Cum-Life Assurance Scheme. The Sangh has also contended that this amount was not actually paid by the Company and that it may at the most represent the amount provided by the Company for payment to the retiring Workmen. Apart from the fact that this contention was taken for the first time during the course of the arguments Shri Kailas Dabholkar was not subjected to any cross examination on this point even though he explained in paragraph (7) of his affidavit dated 12-2-1988 how the Gratuity Fund is administered and how the claim in respect of Gratuity is satisfied. He has stated as follows :—

"I say in so far as payment of Gratuity is concerned the Employer makes payment through a separate

Gratuity Fund administered by Life Insurance Corporation of India and such a fund has been approved by the Taxation Authorities. However, at the time of making gratuity payment on retirement, resignation or superannuation, as the case may be, the amount available to the credit of the employee (who has to be paid the gratuity amount), in the Gratuity Fund of the Company is not adequate, leaving behind some shortfall; such shortfall representing the difference between gratuity payable less recovered from approved gratuity fund is paid for one cash basis. Hence, a case where either excess gratuity is paid or provided for cannot arise."

13. Shri Kailas Digambar Dabholkar has also filed an affidavit to show that the amount Rs. 3,60,063 debited under the sub-head gratuity in the year 1980-81 and Rs. 3,13,155 debited under the same sub-head in the year 1981-82 were actually paid by the Company to the employees over and above, the amounts received for that purpose from the Life Insurance Corporation of India under the Group Gratuity-Cum-Life Assurance Scheme. This is what he has stated in his affidavit dated 12-12-1988.

"I say that in the Annual Report of the Company for the accounting year 1980-81, vide page 27, under Schedule 'P' item 4 reads "Payments to and provisions for employees". I say that item 4(c) relates to Gratuity and it shows that a sum of Rs. 3.60 lakhs has been paid by the Employer Company as gratuity. I say that the total amount of gratuity payable was Rs. 4,27,112. I say that the Employer Company is maintaining Employees Group Gratuity cum Life Assurance Scheme. I say that the payment of premium becoming payable under the said scheme is worked out by Life Insurance Corporation on actuary basis and as and when information is sent to the Life Insurance Corporation during the accounting year, they reimburse certain amount of money worked out on actuary basis becoming payable and sent towards payment of gratuity to such of those superannuated employees or employees who have resigned and/or becoming entitled to receive gratuity under the Payment of Gratuity Act, 1972.

I say that the total amount of Gratuity debited to Profit and Loss Account of the Company in any year represents the total gratuity payable in respect of employees eligible to receive gratuity in that year, net of the credits or recoveries received from the Life Insurance Corporation of India during the year. The Life Insurance Corporation of India under the Company's Group Gratuity Cum Life Assurance Scheme doesn't cover the entire gratuity liability for employees eligible to receive the same. The Company's claim for deduction represents the incremental payments that have to be made to eligible employees for amounts not covered by the Life Insurance Corporation of India though rightfully payable to employees.

I say that during the accounting year 1980-81 the total amount becoming payable to the employees who have superannuated or otherwise become entitled to gratuity is Rs. 4,27,112. I say that towards the said amount, the amount received by the Company from Life Insurance Corporation is Rs. 67,049. I say that the Company has not claimed deduction in respect of Rs. 67,049 in the accounting year 1980-81. I say that the balance amount of Rs. 3,60,063 was paid by the Company and the same amount of Rs. 3,60,063 has been debited to the profit and loss account and the Company has claimed deductions of the said amount while computing gross profit.

I say that for the accounting year 1981-82 the total amount payable towards superannuated employees is Rs. 4,04,860 of which Rs. 91,705 was received from Life Insurance Corporation and the balance of Rs. 3,13,155 was paid by the Company and the said amount has been debited to the Profit and Loss Account of the accounting year 1981-82. I say the Company has not debited this amount of Rs. 91,705 to its accounts or claimed deduction of the said amount."

14. In view of this factual position that the amount of Rs. 3.60 lakhs debited as Gratuity in the year 1980-81 and Rs. 3,13,155 debited on that account in the accounting year 1981-82 cannot be added back to the net profit for the purpose of calculating the gross profits for the said years.

15. The Company has contributed Rs. 5,40,000 during the year 1975-76, Rs. 10 lakhs during the year 1976-77, Rs. 6 lakhs during the year 1977-78, Rs. 10,12,000 during the year 1978-79, Rs. 3,52,000 during the year 1979-80, Rs. 5,22,000 during the year 1980-81 and Rs. 3,28,000 during the year 1981-82 to C.C. Shroff Research Institute which is approved institute under section 35(2) of the Income Tax Act, 1961, for Scientific Research. According to the Sangh, these amounts have to be added back under clause (d) of Item (3) of the Second Schedule. As per this clause capital expenditure (Other than capital expenditure on scientific research which is allowed as deduction under any law for the time being in force relating to direct taxation) and capital losses (Other than losses on sale of capital assets on which depreciation is allowed for income-tax or agricultural income-tax) have to be added back to the net profit for the purpose of computation of gross profits.

16. Section 35 of the Income Tax Act deals with deductions on account of expenditure on Scientific Research. Sub-section (1) of section 35 lays down that in respect of scientific expenditure the following deductions shall be allowed:

“(i) any expenditure (not being in the nature of capital expenditure) laid out or expended on scientific research related to the business.

(Explanation: Where any such expenditure has been laid out or expended before the commencement of the business (not being expenditure laid out or expended before the 1st day of April, 1973) on payment of any salary (as defined in Explanation 2 below sub-section (5) of section 40(A) to an employee engaged in such scientific research, the aggregate of the expenditure so laid out or expended within the three years immediately preceding the commencement of the business shall, to the extent it is certified by the prescribed authority to have been laid out or expended on such scientific research, be deemed to have been laid out or expended in the previous year in which the business is commenced:).

(ii) any sum paid to a scientific research association which has as its object the undertaking of scientific research or to a university, college or other institution to be used for scientific research. Provided that such association, university, college or institution is for the time being approved for the purpose of this clause by the prescribed authority (by notification in the Official Gazette);

(iii) any sum paid to a university, college or other institution to be used for research in social science or statistical research related to the class of business carried on, being a university, college or institution which is for the time being approved for the purpose of this clause by the prescribed authority (by notification in the Official Gazette);

(iv) in respect of any expenditure of a capital nature on scientific research related to the business carried on by the assessee, such deduction as may be admissible under the provision of sub-section (2):

(Provided that the scientific research association, university, college or other institution referred to in clause (ii) or clause (iii) shall make an application in the prescribed form and manner to the prescribed authority for the purpose of grant of approval, or continuance thereof, under clause (ii) or, as the case may be, clause (iii).”

It will thus be seen that capital expenditure on scientific research related to the business carried on by the assessee is allowed as deduction under clause (4) of sub-section (i) read with sub-section (2) of section 35 of the income-tax act. By virtue of clause (ii) of sub-section (i) any sum paid to scientific research association which has its object the under-

taking of scientific research or to the university, college or other institution to be used for scientific research is also deductible. It is not disputed that the C.C. Shroff Research Institute is approved for the purpose of clause (ii) of sub-section (1) of section 35 by the Taxation Authorities as contemplated by proviso to the said clause. The question however is whether it is a capital expenditure within the meaning of the income-tax Act and the Payment or Bonus Act.

17. The term capital expenditure is not defined either in the Income-Tax Act or in the Companies Act or in the Payment of Bonus Act. As observed by the Supreme Court in the case of *Pingale Industries Ltd. V/s. Commissioner of Income-tax (CIT) (1960) 40 ITR-67 (SC)* there is no infallible criteria for determining whether particular expenditure is capital expenditure or not. As observed by *Hydaitulla J.* (as he then was) in the case of *Abdul Quaym V/s. CIT (1960) 44-IT 968 (SC)* what is decisive is nature of the business, the nature of the expenditure, the nature of the right acquired and their relation interse.

18. In *Assam Bengal Cement Company Limited V/s. Commissioner of Income-Tax (1955 Volume-27 Income Tax Reporter Page-34 SC)* the Supreme Court laid down three broad tests for determining whether particular expenditure is capital expenditure or not. Their Lordships laid down that the following expenditure can be considered as capital expenditure:—

1. Outlay made for the initiation of a business, for extension of business or for substantial replacement of equipment.

2. Expenditure not only once and for all but with a view to bringing into existence an asset or advantage for the enduring benefit of a trade.

3. Expenditure, the object of incurring which is to employ part of the fixed capital of the business viz. capital which the owner turns to profit by keeping it in his own possession.

19. The amounts paid to the C.C. Shroff Research Institute do not satisfy any of these three tests. The contribution was not outlay duly made for the initiation or expansion of business of the Company or for substantial replacement of its equipment. Not only it was not expenditure incurred only once and for all but it was not made with a view to bringing into existence an asset or advantage for the enduring benefit of the Company nor was the object of the contribution was to employ part of the fixed capital of the Company. The contributions made to the C.C. Shroff Research Institute therefore cannot be considered as capital expenditure and hence even though those contributions were made for scientific research and were exempted from income-tax under clause (ii) of sub-section (1) of section 35, they were not covered by the clause “capital expenditure on scientific research which is allowed as a deduction under any law for the time being in force relating to the direct taxes”. But for the same reason those contributions cannot be added back to the net profit under clause (d) of item (3) of the Second Schedule for the purpose of computation of gross profits. Under clause (d) of section (3) of the Second Schedule only capital expenditure which is not exempted under that said clause can be added back. As held above, the contributions made to the C.C. Shroff Institute were not capital expenditure and hence they cannot be added back under clause (d) of item 3 of the Second Schedule.

20. The Company while computing the gross profits has deducted from the total of item Nos. 1 to 4 of the Second Schedule Rs. 1.46 lakhs as excess provision for taxation for earlier years written back, Rs. 18,000 as excess provision for depreciation for earlier year and Rs. 10.64 as development reserve written back in all Rs. 12.28 during the year 1980-81 and Rs. 2.20 lakhs being Development Reserve written back in the year 1981-82 as adjustments for earlier year. The Sangh has challenged these adjustments on the ground that there was no justification for these deductions. It may be that there may not be any justification for making excess provisions during earlier year. But such excess provisions if written back have to be deducted under clause (f) of item (6) of the Second Schedule from the total of item



Nos. 1 to 4 for the purpose of computation of gross profits. Clause (f) of item (6) of the Second Schedule reads as follows:—

“Refund of any direct tax paid for any previous year and excess provision of previous accounting years relating to bonus, depreciation, taxation or development allowance, if written back.”

There is therefore no substance in the challenge made by the Sangh to these deductions.

21. In view of the findings recorded above, only Rs. 2,125 (Amount of donations not exempted under section 80-G of the Income-Tax Act Minus Rs. 7000 added back by the Company), can be added back under clause (b) of item 3 of the Second Schedule to the figure of the gross profits as calculated by the Company for the year 1980-81. The gross profits contemplated by section 4 of the Payment of Bonus Act for the year 1980-81 would be Rs. 1,94,73,125. Similarly adding Rs. 3,000 to the amount of Rs. 276.68 lakhs which, according to the company, was the gross profits for the year 1981-82, the gross profits for the said year would be Rs. 2,76,71,000.

22. The Company has made deductions from the gross profits, on account of prior charges under section 6 of the Payment of Bonus Act. The Company has deducted Rs. 1,24,78,000 by way of depreciation, Rs. 32 lakhs as direct taxes which the company was liable to pay, Rs. 1.38 lakhs as export market development allowance and Rs. 23.82 lakhs as return on reserves during the year 1980-81. The Sangh has challenged these deductions, but at the hearing gave up the challenge to the deductions on account of depreciation and on account of return on reserves. So far as 1981-82, is concerned the Sangh challenged the deduction of Rs. 1,23,45,000 by way of depreciation deduction on account of direct tax payable amounting to Rs. 10.66 lakhs and deduction on account of export market development allowance to the tune of Rs. 1.17 lakhs.

23. As mentioned above, the Company deducted Rs. 32 lakhs from the gross profits for the year 1980-81, under section 6 (c) of the Payment of Bonus Act as direct taxes payable and deducted Rs. 10.66 lakhs as direct taxes payable for the year 1981-82. It is an admitted position that the assessment order passed by the Income-tax Officer in respect of the income-tax payable for the year 1980-81 was reversed by the income-Tax Appellate Commissioner and the income tax liability was reduced to 'Nil'. It is also an admitted position that 'Nil' assessment was made in respect of income tax payable for the year 1981-82. It was, therefore, contended on behalf of the Sangh that the Company was not entitled to make any deductions from the gross profits under section 6(c) of the Payment of Bonus Act on account of direct taxes payable during both the years. This contention cannot be accepted.

24. Clause (c) of section (6) of the Payment of the Bonus Act, lays down that subject to provision of section (7) any direct tax which the employer is liable to pay for the accounting year in respect of his income, profits and gains during the year is deductible from the gross profits as a prior charge. The direct tax which the employer is liable to pay, is not the same as the assessment made by the income-tax authorities under the provisions of the Income-Tax Act. This distinction was recognised by the Supreme Court in the case *M/s. Metal Box Company V/s. their workmen* (1969, Lab. I.C. page 995) in which the question that fell for consideration of their Lordships was whether the direct tax “which the employer is liable to pay” contemplated by clause (c) of section (6) of the Payment of Bonus Act is the actual taxable income, the direct tax on which is a prior charge which is to be worked out, or it is the tax on the estimated balance of gross profits after deducting depreciation and development charges but without deducting the bonus payable during the year. Their Lordships answered the question as follows:—

“26.....In other words, when the Tribunal reaches the stage of Clause (c), does it have to assess the taxable income in accordance with the various provisions of the Income Tax Act just an income Tax Officer would do and assess the liability of

income tax on such taxable income according to the rates applicable during the particular accounting year, or should it compute the balance of gross profits and as stated above and apply the said rates and estimates the amount of direct taxes and deduct them from the remaining gross profits? Bonus being payable within eight months after the close of the accounting year in cases where there is no dispute pending before an authority under section 22 of the Act as provided by Section 19 it is hardly possible, except in rare cases, that assessment under the income tax act and other such acts would be completed by the time bonus has to be paid. Therefore, the Tribunal would not have before it the taxable income assessed by the Income Tax and other such officers. If the Union's contention were to be right, there would be two or more parallel authorities working under this Act and the Income Tax Act and other such Acts who would have to assess taxable income and the tax payable there on before all of whom the employer would have to prove his taxable income. Prima-facie, it would seem that the Bonus Act could not intend an enquiry into the actual taxable income worked out under all the elaborate provisions relating to deductions, allowances, reliefs, rebates, etc. provided by the Income Tax Act and other such Acts. This is particularly so as in each bonus dispute the Tribunal not equipped with the detailed knowledge of all such Acts would have to undertake an enquiry into the various deductions, rebates, reliefs, etc. claimable by the employer under those Acts. The fact that payment of bonus cannot brook delay without causing hardship to labour would seem to militate against the possibility of such prolonged enquiries.

27. ....The key to the words in section 6(c), namely “is liable to pay” emphasised on behalf of the unions and some of the interveners lies in the opening words “subject to the provisions of section 7” in Clause (c). These words are used, whether the tax liability is to be calculated on actual taxable income or on the national amount worked out under sections 4 and 6 and Schedule II, because the direct taxes payable by the employer are to be calculated at the rates applicable during that year as provided by section 7. That both such amounts cannot be same is clear because Sec 7 in express terms prohibits taking into account unabsorbed losses and arrears of depreciation allowable under Sec. 32(2), the exemption allowed under Section 84 and the deduction allowed under Section 101(1) of the Income-Tax Act. Similarly, where an assessee is a religious or charitable institution and its income either wholly or partially as the case may be, is exempt under the Income Tax Act, such an employer to whom section 32 of the Act does not apply is treated as a company in which the public are substantially interested and its income is to be assessed accordingly by the Tribunal and compute its liability for direct taxes, clauses (c) of Section 7 does away, for the purposes of sections 6 and 7, the distinction between the liability of an individual and a Hindu Undivided Family under the Income Tax Act and provides that the income derived by such a Hindu Undivided .....Family is to be treated as the income of that employer as an individual. Likewise, where profits and gains of an employer include profits from export, a rebate allowed under the Income Tax Act on such profits is not to be taken into account while working out the tax liability under Section 6(c). Also, the rebate allowed under any of the Acts levying direct taxes on sums spent on development of an industry is also not to be taken into account while computing the tax liability. It was, however, argued that the provisions of section 7 lay down the only departure from the Income Tax Act and that except for that departure the Tribunal must assess the actual taxable income and arrive at the tax liability thereon at rates prevailing during the accounting year in question. In our view this submission is not correct. What sec-

tion 7 really means is that the Tribunal has to compute the direct taxes at the fits of the employer are taxed under the Income Tax Act and other such Acts during the accounting year in question. That is the reason why Section 6(c) has the words "is liable for" and the words "income gains and profits". These words do not, however, mean that the Tribunal while computing direct taxes as a prior charge has to assess the actual taxable income and the taxes thereon. How can bonus to be paid to labour without first estimating the amount of taxes thereon. How can the Tribunal arrive at the amount of estimating the amount of taxes and deducting it from the gross profits and thus ascertaining the available surplus? If it were to reverse the process and first deduct bonus and ascertain the tax amount, it would have to do so on a somewhat adhoc figure thus bringing about the same result depreciated by this Court in decisions referred to above. This and the other difficulties already pointed out must lead to the result that the Tribunal must estimate the amount of direct taxes on the balance of gross profits as worked out under sections 4 and 6, but without deducting the bonus, then work out the quantum of taxes thereon at rates applicable during that year to the income, gains and profits of the employer and after deducting the amount of taxes so worked out arrive at the available surplus. Section 6(c) being subject to Section 7 the computation has to be done without taking into account the items specified in Section 7 (a) and in the manner prescribed by the remaining clauses of that section. This interpretation is commendable because: (1) it is consistent with the words "is liable to pay" in S.6(c) (2) it is in harmony with the provisions of Sections 4 and 6 and Schedule II, and (3) it is consistent with the intention of Parliament apparent from the scheme of computation of available surplus in the Act."

25. After the decision of the Supreme Court in *Metal Box Company Limited V/s. Their Workmen* (Citation Supra), the Parliament enacted the Payment of Bonus (Amendment Act), 1969. Section (2) of the Amendment Act added proviso to Section (5) of the Act and Section (3) of the Amendment Act deleted in Section (7) of the Act, the opening words "for the purpose of clause (c) section (6) any direct taxes payable by the employer" and substituted the words "any direct taxes payable by the employer". In *William Jacks & Company Limited, Madras V/s. Their Workmen* (1971-1-LLJ-503), the Union referred to the Amendment Act and strongly urged that the principle laid down by the Supreme Court in *Metal Box Company Ltd.* (Citation Supra) regarding the method of computing the direct taxes has been modified by legislature. Their Lordships repelled this contention, observing that no amendment has been effected in section (6) and the amendment in section (7) is only to the effect that the principles laid down therein are to be applied not only in respect of section 6(c) but also to the other sections of the Act and further held that there was no reason to differ from the view expressed by the Supreme Court in *Metal Box Company Limited*. The position was re-affirmed by the Supreme Court in *Delhi Cloth and General Mills Co. Ltd. V/s. Their Workmen* (1971-1-LLJ-539) (1971-2-SCC-695) in which after elaborate consideration of the scheme of the Payment of Bonus Act, their Lordships rejected the contention of the Union that many observations of the *Metal Box Company Limited* (Citation Supra) were obiter and that the decision should not be followed as precedent for determination of the question regarding the manner in which the direct taxes have to be computed. In the case between *Indian Oxygen Limited and Their Workmen* (1972-1-LLJ page-677) The Supreme Court held that the law laid down in the *Metal Box Company Ltd.*, and re-affirmed by the decisions in *William Jacks and Company* (Citation Supra) and *Delhi Cloth Mills Limited* (Citation Supra) still holds the field. It is thus clear that the assessment made by the Income Tax Authorities of the taxable income and the consequent tax liability of the Company under the provisions of the Income Tax Act are irrelevant for the purpose of determining the direct taxes payable for the purpose of section 6(c)

of the Payment of Bonus Act. The direct taxes which the employer is liable to pay within the meaning of section 6(c) of the Payment of Bonus Act have to be computed by deducting from the gross profits the amounts of prior charges mentioned in clauses (a) and (b) of section 6 subject to the provisions contained in sub-sections (a) to (c) of section 7 of the Payment of Bonus Act and at the rates applicable to the income of the employer for that year. It will be seen from the statements filed by the Company that the direct taxes payable by the Company in both the years 1980-81 and 1981-82 have been computed by the above mentioned method and the correctness of the calculations is not disputed. As there is no substantial variation in the calculations of the gross profits for both the years the deductions made under sections 6(c) of the Payment of Bonus Act from the gross profits for both the years, cannot be questioned.

26. As regard depreciation, there is no dispute about the amount deducted under section 6(a) of the Payment of Bonus Act from the gross profits for the year 1980-81. The Sangh has however disputed the deduction made on that account for the year 1981-82. For that year the Company has deducted Rs. 123.45 lakhs by way of depreciation from the net profit. In the profit and loss account for the year 1981-82, the Company calculated depreciation at Rs. 106.68 lakhs but claimed for the purpose of income tax deduction only of Rs. 72.46 lakhs by way depreciation under section 32(1) of the Income Tax Act. It will also be seen from the assessment order for the year 1981-82 (Assessment Year 1983-84) that Rs. 72.46 lakhs were held admissible as depreciation under section 32(1) of the Income Tax Act. It was therefore contended on behalf of the workmen, that the Company would be entitled to deduct by way of depreciation only Rs. 72.46 lakhs under section 6(a) of the Payment of Bonus Act from the gross profits for the year 1981-82.

27. Shri Kailas Pabholkar, has stated in his affidavit dated 29-3-1988, that the amount of depreciation shown in the Profit and Loss Account of the year 1981-82 was calculated by Straight Line Method in respect of certain assets. He also affirmed in his supplementary affidavit dated 11-8-1988, that the entire amount of Rs. 123.45 lakhs could not be allowed to the Company due to inadequate availability of taxable income after considering the various deductions under the Income Tax Laws. He also enclosed alongwith his supplementary affidavit a statement showing computation of depreciation for the year 1981-82. This statement was called for by the union. This statement shows that the depreciation allowable to the Company under section 32(1) for the year 1981-82 came to Rs. 1,23,45,194. It is significant to note in this context that he was not cross-examined on behalf of the workmen in respect of the correctness of this statement. No doubt the burden of establishing the correctness of amount of depreciation allowable under section 32(1) of the Income Tax Act, is on the Company but as the particulars given in the statement annexed to the supplementary affidavit of Shri Dabholkar were not challenged the burden can be deemed to have been discharged. It must be remembered that under section 6(a) of the Payment of Bonus Act what is deductible is the amount allowable under section 32(1) of the Income Tax Act and not the amount actually allowed by the Income Tax Authorities while assessing the taxable income of the Company. It is for the Tribunal to find out the correct amount of depreciation by applying section 32(1) of the Income Tax Act. This position was squarely stated by the Supreme Court in the case of *National and Grindlays Bank Limited V/s. their workmen* (1976-1-LLJ-463). This is what their Lordship observed in paragraph 10 of their judgement.

"Since depreciation may be computed according to various methods recognized by accountancy principles, S.6, cl. (a), while providing for deduction of depreciation had to specify the method according to which depreciation to be deducted shall be calculated and it adopted the method specified in sub-s (1) of S.32. But the calculation of depreciation in accordance with this method would necessarily have to be done by the Industrial Tribunal which is entrusted with the task of determining the amount of bonus by applying the statutory formula. Therefore, it is the Industrial Tribunal which must in the exercise of its quasi-judicial duty calculate the amount of appreciation by adopting the method set out in sub-s. (1)

of S.32. The Industrial Tribunal cannot say that it will blindly accept the figure of depreciation arrived at by another authority charged with the function of determining depreciation under a different statute. The determination of the Income-Tax Officer in regard to depreciation admissible under section 32 sub-s. (1) can be taken into account as evidence only if there is some provision of law which provides to that effect. We do not find anything in the Income-Tax Act or in the Payment of Bonus Act or in any other provision of law which attaches presumption of accuracy to the determination of the Income-tax Officer in this matter to invest it with probative or evidentiary value in the proceedings before the Industrial Tribunal.

As the figures and calculations given by the Company are not challenged by the workmen it is futile to dispute the correctness of the deduction made by the Company on account of depreciation.

28. The Company has deducted Rs. 1.38 lakhs from the gross profits for the year 1980-81 and Rs. 1.17 lakhs from the gross profits for the year 1981-82 as prior charge on account of export development allowance. This deduction is purported to be made under section 6(b) of the Payment of Bonus Act. It is however, pertinent to note that section 6(b) of the Payment of Bonus Act permits deduction as prior charge of any amount by way of development rebate, or Investment Allowance or development allowance which the employer is entitled to deduct from his income under the Income Tax Act.

29. Development Rebate is deductible under section 33 of the Income Tax Act, Development Allowance is deductible under section 33(A) of the Income Tax Act, which was inserted by Finance Act of 1965 with effect from 1-4-1965. Investment Allowance is deductible under section 32(A) of the Income Tax Act which provision was inserted with effect from 1-4-1976 by Act No. 23 of 1976. These amounts were made deductible from the gross profits as prior charges under section 6 of the Payment of Bonus Act by amendments effected to the said enactment from time to time, corresponding with the amendments made in the Income Tax Act. The Export Market Development Allowance is not mentioned in section 6(b) of the Payment of Bonus Act as one of the prior charges deductible from the gross profits. Originally, it was not deductible from the income of the employer under the Income Tax Act also. But it was made deductible with effect from 1-4-1968, by virtue of section 35(B) of the Income-Tax Act which was inserted by Finance Act of 1968. However there has been no corresponding amendment of section 6(b) of the Payment of Bonus Act and the export market development allowance is not included in the items which are deductible from the gross profits as prior charges under section 6(b) of the Payment of Bonus Act. It is also pertinent to note that the present clause "Development Rebate or Investment Allowance or Development Allowance" was substituted for the original clause by section 4 of the Payment of Bonus (Second Amendment) Act of 1980 which came into force on 20-9-1980 long after export market development allowance was made deductible from the in-

come of an assessee under section 35(B) of the Income Tax Act which as mentioned above, come into effect from 1-4-1968.

30. There is also no substance in the contention that the export market development allowance is one of the types of development allowances and hence is included in the wider term Development Allowance which is deductible under section 6(b) of the Payment of Bonus Act. It is significant to note in this context that Development Rebate is deductible under section 33 of the Income Tax Act. The investment allowance is deductible under section 32(A) of the Income Tax Act while Export Market development is made deductible by section 35(B) of the Income Tax Act. If the Export Market Development Allowance is included in the term Development Allowance it was not necessary to enact section 35(B) of the Income Tax Act. All the four items mentioned above, are separately dealt with under the Income Tax Act. They denote different types of deductions and have been separately dealt with by different provisions of the Income Tax Act. It is clear that the Export Market Development Allowance was specifically excluded from the amounts made deductible from gross profits under section 6(b) of the Payment of Bonus Act. Hence the amount by way of Export Market Development Allowance is not deductible from the gross profits calculated under section 4 of the Bonus Act. The Company therefore was not entitled to deduct any amount by way of export market development allowance from the gross profits for the years 1980-81 and 1981-82, cancelling these deductions from the gross profits for the years 1980-81 and 1981-82 the available surplus for the year 1980-81 would be Rs. 11.78 lakhs while for the year 1981-82 it would be (—) Rs. 13.52 lakhs.

31. As the Company has deducted various amounts by way of Export Market Development Allowance from the gross profits of previous years also those amounts will have to be added back for the purposes of determining the correct figures of the available surplus, the allocable surplus and the set on or set-off as the case may be. Admittedly, the Company made deductions under section 6(b) of the Payment of Bonus Act from the gross profits on account of Export Market Development Allowance, to the tune of Rs. 1,65,420 during the year 1975-76; Rs. 4,90,840 during the year 1976-77, Rs. 9,20,459 during the year 1977-78. Rs. 8,49,391 during the year 1978-79 and Rs. 0.39 lakhs during the year 1979-80.

32. The Sangh has filed a copy of Form 'B' maintainable by the Company under Rule 4(b) of the Payment of Bonus Rules showing set-on and set-off of allocable surplus under section 15 of the Payment of Bonus Act. It was filed by the Company during the conciliation proceedings. The said statement is as follows :—

EXCEL INDUSTRIES LIMITED FORM 'B' Available form:  
K. RAMDAS & CO.  
KHARGATE,  
BHAVNAGAR.

See Rule 4(b)

#### Set-on and Set-off of allocable surplus under Section 15.

(Rupees in Lakhs)				
Accounting Year	Amount allocable	Amount Payable as bonus (in Rs.)	Amount of set-on set-off (in Rs.)	Total set-on of set-off carried forward
1	2	3	4	5
1975-76	33.36	20.32	13.04	13.04
1976-77	36.27	23.59	12.68	25.72

1	2	3	4	5
1977-78	30.67	28.37	2.30	28.02
1978-79	39.92	30.86	9.06	37.08
1979-80	Nil	34.54	(—)34.64	2.54
1980-81	9.43	16.51	(—) 7.08	(—)4.54

For Excel Industries Ltd,  
Sd/-

Cancelling the deductions made on account of Export Market Development Allowance made from the Gross Profits during the years the amounts of allocable surplus, the amounts payable as bonus, the amounts of set-on/set-off and the total set on or set-off carried forward for the years 1975-76 to 1979-80 will be as follows :—

(Rupees in lakhs)

Accounting Year	Amount Allocable	Amount payable as bonus	Amount of set-on set-off	Total set-on or set-off carried forward
		(in Rs.)	(in Rs.)	
1	2	3	4	5
1975-76	34.55	20.32	14.23	14.23
1976-77	39.21	23.59	15.62	29.85
1977-78	36.19	28.37	7.82	37.67
1978-79	45.01	30.86	14.15	51.82
1979-80	0.24	34.54	(—)34.30	17.52

33. The allocable surplus for the year 1980-81, comes to Rs. 7.07. Adding the set on of Rs. 17.52 lakhs carried forward from the year 1979-80, the allocable surplus under section 11(2) of the Payment of Bonus Act, comes to Rs. 24.59. As this amount is more than the amount of minimum bonus the workmen are entitled to get proportionate bonus as contemplated by section 11(i) of the Payment of Bonus Act. For the year 1980-81, therefore the workmen would be entitled to get bonus at 13.5 per cent as against the minimum of 8.33 per cent paid. The amount of bonus calculated at the rate of 13.5 per cent comes to 24.24 lakhs. The set on carried forward from the year 1980-81, to the year 1981-82 would be only Rs. 0.35 lakhs. As mentioned above, the available surplus for the year 1981-82 was (—) 13.52 lakhs. The allocable surplus for this year would be 'nil' and hence the workmen would not be entitled to get anything more than the minimum bonus for the said year. It is therefore declared that the workmen would be entitled to get 13.5 per cent bonus for the year 1980-81 and at the minimum rate for the year 1981-82. Award accordingly.

M. S. JAMDAR, Presiding Officer

[No. L-51039/8/84-I&E(SS)]

नई दिल्ली, 12 सितम्बर, 1989

का.प्र. 2531-प्रयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार सेवा और प्राकृतिक गैस प्रायोग, देहरादून के प्रबन्धन के सम्बन्ध नियोजकों और उनके कर्मचारियों के बीच, अनुसूचना में निर्दिष्ट प्रयोगिक विवाद में केन्द्रीय सरकार प्रयोगिक अधिकरण कानपुर के पंचाट की प्रस्तावित करती है, जो केन्द्रीय सरकार को 11-9-1989 को प्राप्त हुआ था।

New Delhi, the 12th September, 1989

S. O. 2553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Dehradun and their workmen, which was received by the Central Government on 11-9-1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
PANDU NAGPUR, KANPUR.

Industrial Dispute No. 103/1989

Shri Prem Nath, Joint Secretary ONGC KARAMCHARI  
UNION 87-1/1 KULLUPUR DEHRADUN.

AND

Dy. General Manager (Training) ONGC JMDKMYP  
Campus Deharadun.

#### AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-30012/3/89 IR(Misc) dated 28-4-89, has referred the following dispute for adjudication to this Tribunal :

KYA TEL AVAM PRAKRATIK GAS APOG DWARA  
SHRI AJAI KISHORE GUPTA PUTRA SWAR-  
GIYA CHAMAN LAL GUPTA CONTINGENT  
LABOUR KO APRIL 1988 SE SEWA SE NISH-  
KASHIT KARNA NYAYOCHIT HAI  
YADI NAIHI TO KARAMKAR KIS ANU TOSH  
KA ADHIKARI HAI ?

2. In the present case the first date for filing of the statement of claim on behalf of the workman was 25-5-89 but the Union prayed for time through its telegram received in the office on 25-5-89. On which time till 10-7-89 was allowed to file the claim statement. On both the States Shri V. K. Gupta, appeared on behalf of the management and on 25-5-89, he filed a letter of authority authorising him to represent the case on behalf of the management. On

10-7-89, none appeared from the side of the Union to press the reference order nor any application for adjournment was moved on their behalf. However, in the interest of justice the case was adjourned to 4-9-89. Again on 4-4-89 Shri V. K. Gupta, appeared for the management but none appeared from the side of the workman.

3. Thus it appears that the workman is not interested to prosecute the case and a no claim award is being given against the workman/Union.

4. Reference is answered accordingly.

ARIAN DEV, Presiding Officer  
[No. L-3012/3/89-IR(MISC)]

का.प्र. 2534--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यू.पी. स्टेट सीमेंट कारपोरेशन लि. युनिट डाला सीमेंट फैक्टरी, मिर्जापुर के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-89 को प्राप्त हुआ था।

S.O. 2534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Cement Corporation Ltd., Unit Dalla Cement Factory, Mirzapur and their workmen, which was received by the Central Government on 11-9-1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT, PANDU NAGAR, KANPUR.

I.D. No. 90/89

In the matter of dispute between :

Shri Ramesh Prasad Singh  
C/o Shri Damodar Upadhyaya  
Vice President Bhartiya Cement Udyog Mazdoor  
Sangh, Dalla, Mirzapur.

AND

The General Manager, U.P. State Cement Corporation  
Unit Dalla Cement Factory, Dalla, Mirzapur.

#### AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-29012/39/88-D-3(B) dated 3-4-89 has referred the following dispute for adjudication to this tribunal:

Whether the action of the management of U.P. Cement Corporation Limited in relation to their Dalla Cement Factory, Dalla, Mirzapur in terminating the services of Shri Ramesh Prasad Singh Ex. Labour, w.e.f. 13-1-87 is justified? If not, what relief is the workman concerned entitled to?

2. In the instant case dates 12-5-89, 13-6-89 and 26-7-89 were fixed for filing of the claim statement on behalf of the workman. But except on 26-7-89, when an application by one Shri Purshottam Agarwal was moved in the case requesting time to file statement of claim. On earlier two dates prior to 26-7-89, fixed for filing of statement of claim on behalf of the workman neither any one appeared nor any application for time was filed. On 26-7-89, on the application for time the case was adjourned to 4-9-89, for filing of the claim statement. Again on 4-9-89, none appeared on behalf of the workman to file statement of claim or to move application for time. Shri V. K. Gupta, appeared on all the dates on behalf of the management.

3. Thus it appears that the workman is not interested in prosecuting the case. Hence, a no claim award is given against the workman.

4. Reference is answered accordingly.

ARIAN DEV, Presiding Officer  
[No. L-29012/39/88-D.III(B)]

का.प्र. 2535--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यू.पी. स्टेट सीमेंट कारपोरेशन लि. युनिट डाला सीमेंट फैक्टरी के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-89 को प्राप्त हुआ था।

S.O. 2535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Cement Corporation Ltd., Unit Dalla Cement Factory and their workmen, which was received by the Central Government on 11-9-1989.

#### ANNEXURE

BEFORE SHRI RAJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT, KANPUR

Industrial Dispute No. 113 of 1989

In the matter of dispute between :

Shri Damodar Upadhyaya,  
Vice President,  
Bhartiya Cement Udyog Mazdoor Sangh,  
P.O. Dalla, District Mirzapur.

AND

The General Manager,  
U.P. State Cement Corporation,  
Unit Dalla Cement Factory,  
P.O. Dalla Dist. Mirzapur.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/1/89-IR(Misc) dated 5-5-89, has referred the following dispute for adjudication to this Tribunal :

Whether the demand of Bhartiya Cement Udyog Mazdoor Sangh P.O. Dalla Dalla on the management of Dalla Lime Stone Mine of the U.P. State Cement Corporation Ltd. Unit Dalla Cement Factory, P.O. Dalla Dist. Mirzapur for payment of wages of the pay scale of Rs. 590-20-990 to Shri Janardhan Upadhyay, Machinery Attendant (who has reportedly been operating compressor from 1-1-79) w.e.f. 1-1-80 is justified? If not, to what is the workman concerned entitled?

2. In this case till 4-9-89 no claim statement has been filed on behalf of the workman. Despite it 26-7-89 and 13-6-89 were the dates fixed in the case for filing of the statement of claim but on all these occasion dates were sought on behalf of the workman/Union on the one ground or the other. On all the dates Shri V. K. Gupta authorised representative for the management put in his appearance in the case.

3. Thus it appears that the workman/Union is not interested in prosecuting the case. Hence, a no claim award is given in the case.

4. Reference is answered accordingly.

ARIAN DEV, Presiding Officer  
[No. L-29012/1/89-IR(Misc)]

नई दिल्ली, 18 दिसम्बर, 1989

का.प्र. 2536--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार औ.प्र. जी.सी. प्रोडक्ट सहसंस्था के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण, प्रहमवाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-89 को प्राप्त हुआ था।

New Delhi, the 18th September, 1989

S.O. 2536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of O.N.G.C. Project, Mehsana and their workmen, which was received by the Central Government on 12-9-89.

#### ANNEXURE

BEFORE SHRI S. J. SHETH, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL, AHMEDABAD  
Reference (ITC) No. 56 of 1987

#### ADJUDICATION

#### BETWEEN

Oil and Natural Gas Commission Project, Mehsana.

#### AND

The Workmen employed under it.

In the matter whether the action of the management in not paying the operational allowance at the rate of 7½% and 5% to the employees of DTYS, Mehsana is justified? If not, what relief the employees are entitled to?

INDUSTRY : Oil and Gas

APPEARANCES :

Shri K. V. Gadhia—for the Commission.

Shri S. K. Agrawal—for the Union.

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-30011/19/87-D.III (B) dated 16-10-1987 referred an industrial dispute mentioned below between Oil and Natural Gas Commission, Project, Mehsana and its workmen for adjudication under the provisions of Section 10(1) (d) of the I. D. Act, to the Industrial Tribunal at Ahmedabad and ultimately, it has been referred to me. As per the schedule, the following dispute is referred :

“Whether the action of the management in not paying the operational allowance at the rate of 7½% and 5% to the employees of DTYS, Mehsana is justified? If not, what relief the employees are entitled to?”

2. The ONGC Employees' Union which is the sponsoring Union has, by its statement of claim at Ex. 3, submitted that operational allowance was introduced in ONGC (hereinafter referred to as 'the Commission') for the first time w.e.f. 1-4-79. The terms and conditions stipulated by the Commission being "the Operational Allowance" shall be payable to eligible employees in consideration of harduous and/or hazardous nature of work performed including remuneration for the extra time involved in travelling to and fro from their duty point. In the beginning, the rate for all the employees was @ 5%, but it was later modified to 5% and 7½% for workmen working in general shift and workmen working in other shifts respectively w.e.f. 1-4-80. The workmen working in DTYS Mehsana are being paid tea allowance @ Re. 1 per day since 1-4-79. The only condition for payment of tea allowance was that the workmen should be working in the field. Afterwards, the Commission introduced another allowance by the name of "Food Nourishment Allowance" Popularly known as "Milk Allowance" @ Rs. 1.50 per day. The said allowance is admissible to those workmen who are entitled to operational allowance. This allowance is also given to workmen working in DTYS, Mehsana from 5-11-85. The Commission also introduced a scheme on 31-1-85 for opening subsidised canteen in other than field area. The Commission opened the subsidised canteen in Mehsana on 1-3-87. Since DTYS was declared field area and as such the facilities of subsidised canteen was not made available to workmen posted in DTYS, Mehsana. Thus, the Commission accepted in principle that the workmen working in DTYS Mehsana are field workers and are also entitled to operational allowance, but refused to pay operational allowance to those persons. Hence this reference.

The Union has, therefore, prayed for following reliefs :

1. Payment of 5% operational allowance to the workmen posted in DTYS and working in General shift w.e.f. 1-4-79 alongwith 12% interest thereon.
2. Payment of operational allowance @ 7½% to the workmen working in other than general shift and posted at DTYS, Mehsana.
3. Cost of this petition.

3. The Commission by its written statement at Ex. 5 has submitted that the DTYS section of Mehsana project is located just near the ONGC colony and the distance is only near about 3 kms. from main office and most of the persons are residing in colony. Further, employees in DTYS are not working in other shifts. Thus, the condition for payment of operational allowance i.e. employees performing harduous or hazardous nature of work and remuneration for extra time involved in travelling to and fro their duty points is not fulfilled. It further submitted that the decision for grant of operational allowance was taken during the meeting held on 22-11-79 on wage revision and in accordance with Clause-6 of Memorandum of Settlement dated 22-11-79 and the personnel from unionised categories were made eligible for operational allowance. Office Memorandum No. 18(8)/79-EP (OPA) dated 11-1-80 was accordingly issued determining the categories of personnel who would be eligible for operational allowance including the section. DTYS, Project Mehsana is not included in that.

It further submitted that the tea allowance is paid to the DTYS staff because they are in field is not correct. It is further submitted that the contention of the Union that the tea allowance is paid to DTYS staff because they are in field is not correct. The correct position is that the employees whose duty points are in the field viz. at sites, wells and oil fields installations are entitled to get tea allowance. But since DTYS is not declared as field, the persons working at DTYS and who is required to visit the site and remains therefore for more than 4 hours at site are entitled to get the tea allowance. The tea allowance is, therefore, paid in accordance with the certificate issued by the In-charge of the DTYS and not otherwise, in accordance with part-II of the circular.

Regarding milk allowance, it is submitted that this allowance is being paid to the DTYS, not in accordance with the rules, but the same is being paid on mutual agreement at local level with the recognised union as a welfare gesture and as such it cannot be equated with payment of tea allowance or operational allowance.

If, further, submitted that the contention of the Union that the scheme for opening subsidised canteen was not made applicable since it was a field is not correct. The subsidised canteen was to be opened at a place where more than 100 persons are working but in DTYS only 20 to 25 persons are working and hence subsidised canteen was not opened in accordance with the rules.

It, further, submitted that in the recent past, in many Joint Committee Meetings, the question of payment of operational allowance to those presently getting it and have made a claim for payment of such allowance was considered and discussed in detail. A committee was also formed to submit their report to reconsider it. All unions including ONGC Employees Union submitted the list of claimants in the Joint Committee Meeting. After examining the recommendations of the Committee, the Management and all recognised unions decided not to make any deviation from the present order for payment of operational allowance. All members of the recognised union who have represented Western Region are, therefore, fully aware of this fact and naturally they are party for the above decisions and as such this claim cannot be raised now.

It, further, submitted that generally the workmen who are meeting with some injuries while at drill sites are being asked to work in DTYS on light duties and as such they are unable to perform harduous and hazardous duties and, therefore, the conditions mentioned in the O.M. dated 11-1-80 are not fulfilled and hence they are not entitled to get operational allowance was claimed in the statement of claim.

4. The Union has examined before me Shri Naginbhai Narsinhbhai Amin who is working as Topman at

Ex. 15, Shri Husainbhai Nurubhai Shama who is working in drilling section of ONGC, Mehsana at Ex. 18, Shri Bhikhabhai Asarabhai who is working in security division at Mehsana at Ex. 19 and Shri Jasubhai V. Sutar who is working in DTYS at Mehsana at Ex. 28. It also relied on several orders issued by the Commission which are produced by it. The Commission examined Shri Vinodkumar Dharampal who is working as Supdt. Engineer in the drilling department at Mehsana at Ex. 22.

5. Shri S. K. Agrawal appeared for the Union and submitted that as the Commission has accepted in principle by allowing milk allowance to persons working in DTYS, Mehsana that they are also entitled to operational allowance. It was not proper for it now to deny operational allowance to them. He further submitted that when all workers working in DTYS at Mehsana who are doing the same type of work as workers in DTYS, Mehsana are being paid operational allowance, there is no reason why the workmen working in DTYS at Mehsana should not be paid that allowance. He further submitted that the allowance should be ordered to be paid retrospectively w.e.f. 1-4-79. Shri K. V. Gadhia, the learned Advocate for the Commission strongly urged that as admittedly workers working in DTYS are not doing hazardous and hardous work but are doing only light work and as the distance of the site of DTYS at Mehsana from Mehsana city is only 3 kms. the workers working in DTYS at Mehsana are not eligible for operational allowance and hence the claim should be rejected.

6. Now it is an admitted position in this case that operational allowance was introduced by the Commission from 1-4-79 to employees in consideration of the hardous or hazardous nature of work performed including the remuneration for extra time involved in travelling to and fro from their duty point. It is also an admitted position that all employees connected with drilling or production operations in the field and attending duties in shift would be eligible for operational allowance. It is further an admitted position that workmen working in DTYS are mostly doing the work of maintenance of drilling tools and especially keep them well repaired. There is no formerly for considering whether a particular type of work is of hardous or hazardous nature or not and one has, therefore, to consider some other aspects in order to come to the conclusion whether operational allowance should be made admissible to particular workmen or not. It is the case of the Commission that mostly persons who receive injuries during their work are put in this section and are allotted light work. This appears to be partly true as according to the evidence given by the Supdt. Engineer on behalf of the Commission. There are only five or six officers who are allotted some light work, because they had received some injuries while working in some other departments. While, in fact, about 30 persons are working in this department. Only from these circumstances, therefore, we can not jump to the conclusion that the nature of work performed by the persons working in DTYS at Mehsana is not of hardous or hazardous nature. But, there are some other circumstances which go to show that workmen in DTYS at Mehsana are doing such type of work as would make them eligible for operational allowance. It is an admitted position that by office circular dated 5-11-85 (Ex. 14), the milk allowance was made payable to the persons working in DTYS at Mehsana. It is an admitted position that this allowance is payable to those who are eligible for operational allowance. This circumstances would, therefore, go to show that persons working in DTYS at Mehsana would be also eligible for operational allowance. The Commissions in its written statement has submitted that this was agreed by way of mutual agreement as a welfare measure. But for that, no positive evidence is led. Even if it is accepted that milk allowance was given to workmen working in DTYS Mehsana only by way of welfare measure, there is another clinching circumstance which would go to show that workmen working in DTYS at Mehsana should be made eligible for operational allowance. It has been admitted by the witness of the Commission that workmen working in DTYS Mehsana are given operational allowance. The Union has also examined on this point Shri Jasubhai V. Sutar at Ex. 28. He is working in DTYS at Mehsana. According to him, they are doing work of maintenance and repair of tools used for production and the nature of their work is same as that of workmen working in DTYS at Mehsana. As against this evidence, the Commission has not led any evidence to show that the nature of work done by workers working in DTYS is quite

different from that of work done by workmen working in DTYS. I have, therefore, no hesitation in holding that workmen working in DTYS at Mehsana cannot be denied operational allowance only because their work is not of hazardous or hardous nature. When the workers working in DTYS who are doing almost the same type of work are held eligible for that allowance, I see no reason why workmen in DTYS should be denied that benefit.

7. The second contention of the Commission is that as operational allowance is given in consideration of time spent in going to a site and as the DTYS is situated only at a distance of 3 kms. from ONGC, Mehsana workers working in that section are not eligible for operational allowance. According to the Commission, workers working in DTLS at Mehsana are paid operational allowance only because their site is at the distance of about 20 kms. from Ahmedabad. Looking to the evidence on record, this contention of the Commission is also not tenable. As stated above, persons working in DTYS at Mehsana whose place of work is only at a distance of 3 kms. from Mehsana are paid operational allowance. If these workmen can be said operational allowance one fails to understand why workmen working in DTYS are denied that allowance. It may be noted that according to the evidence of Shri Naginbhai N. Amin, Ex. 15, the site of DTYS at Mehsana is about 3 kms. from ONGC office at Mehsana and is about 10 kms. from Mehsana city and most of the workers are staying in Mehsana city. This evidence is not contradicted. In the circumstances, in my opinion, even on the ground of distance also, the workers working in DTYS distance would be eligible for operational allowance.

8. It has been submitted by the Commission that this question was discussed with all unions and it was decided not to make any change in the policy of the Commission. In my opinion, only because of this, the present sponsoring union cannot be restrained from making this reference and the workmen cannot be denied their right for equal pay for equal work when other persons doing same type of work namely workmen working in DTYS are all given operational allowance. In the circumstances, I hold that the Commission is not justified in refusing to pay operational allowance to workmen working in DTYS at Mehsana.

9. The next question is as to from which date this allowance should be made payable. Shri Agrawal on behalf of the Union has submitted that it should be made payable from the date of introduction of operational allowance i.e. from 4-4-79. The learned Advocate for Commission, Shri K. V. Gadhia has urged that it should be payable at the most from the date of reference. In my opinion, it would be just and proper to make this allowance payable to the concerned workmen from the date on which the Commission accepted in principle that these workmen are also eligible for operational allowance i.e. when the Commission decided to give milk allowance to these workmen. From the record, it appears that the circular not the same was issued on 5-11-85, but it is not made clear as to from which date this was put in operation. In my opinion, therefore, it would be just and proper if the Commission is ordered to pay operational allowance to the workmen working in DTYS at Mehsana from 1-1-86. I, therefore, pass the following order :

#### ORDER

The Commission should pay the operational allowance to all the workmen working in DTYS, Mehsana @ 5% to those who are working in general shift and @ 7½% to those who are working in other shifts with effect from 1-1-86. The Commission should start regular payment within two months from the date of receipt of this order and should also pay arrears payable to each of the workman within three months from the date of receipt of this order. It is, further, ordered that the Commission should pay Rs. 300 by way of cost to the Union.

S. J. SHETH, Presiding Officer  
[No. L-30011/19/87-D.III (B)]  
V. K. SHARMA, Desk Officer

G. J. DAVE  
Secretary

Ahmedabad,  
Dated : 21st August, 1989.



नई दिल्ली, 14 सितम्बर, 1989

वा.प्र. 2537—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार बर्मास भारत कोकिंग कोल लि. की भोजुडीह कोल वाशरी के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के त्वाट को प्रकाशित करती है, जो केंद्रीय सरकार को 12-9-89 प्राप्त हुआ था।

New Delhi, the 14th September, 1989

S.O. 2537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhojudih Coal Washery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on 12-9-89.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 8 of 1987

#### PARTIES :

Employers in relation to the management of Bhojudih Coal Washery of M/s. Bharat Coking Coal Limited, P.O. Santaldih, Distt. Purulia.

AND

Their Workmen.

#### PRESENT :

Mr. Justice Sukumar Chakravarty—Presiding Officer.

#### APPEARANCES :

On behalf of Employer : Mr. R. S. Murthy, Advocate.

On behalf of Workmen : Mr. Anil Das Chowdhury, Advocate.

STATE : West Bengal.

INDUSTRY : Coal.

#### AWARD

By Order No. L-19012/29/86-D.IV(B), dated 2-1-1987, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bhojudih Coal Washery of M/s. Bharat Coking Limited P.O. Santaldih (Purulia) in not allowing Shri Khurshid Alam, Mason to avail of holidays and also the holiday on 2nd Saturday which he was getting at the time of his appointment like other ministerial staff of the Washery, is justified? If not, to what relief the workman is entitled?"

2. The case as made out by the Union sponsoring the cause of the workman concerned Shri Khurshid Alam in the written statement and rejoinder is briefly as follows : Khurshid Alam, the concerned workman was appointed in the post of Mason on 20th July, 1963 by M/s. Hindusthan Steel Limited, Coal Washery Project with the provision that he would be governed by the rules and regulations of the company. The said Hindusthan Steel Limited was subsequently known as Steel Authority of India Limited. The Coal Washery including the Bhojudih Coal Washery went under Bharat Coking Coal Limited. The service conditions of the employees including the concerned workman were however not altered.

3. Under an office order dated 16-1-1967 of Hindusthan Steel Limited it was circulated that all those employees who would be governed by the Standing Orders but who were enjoying the better facilities in the shape of leave, holidays etc. would continue to enjoy the said facilities as personal to them until their promotion.

4. The concerned workman since his appointment had been getting holidays and holidays on Second Saturdays like other

ministerial staff of the Washery. The management however arbitrarily after July 1979 discontinued to the workman concerned the benefits of availing holidays and holidays on Second Saturdays as available to other ministerial staff, although the concerned workman was not debarred from enjoying other benefits of leave, casual leave, overtime etc. like other ministerial staff.

5. The concerned workman made representation against the deduction of his pay for his availing the holidays and holidays on Second Saturdays but to no effect. The case of the concerned workman was then taken-up by the Union and the dispute was raised before the Conciliation Officer. The failure report of the Conciliation Officer resulted in the present reference.

6. The case as made out by the employer in their written statement-cum-rejoinder is briefly as follows : The concerned workman was appointed in the Bhojudih Colliery with effect from 22nd June, 1963 in the Civil Engineering Department and his duties were connected with the maintenance of the residential township of the employees of the Washery. The management of the Bhojudih Coal Washery took sometime to get the Standing Orders certified in 1963 which came into force in 1966. The workmen of the Washery who were initially appointed were allowed holiday facilities as laid down by the erstwhile Hindusthan Steel Limited which were more liberal than those laid down in the certified Standing Orders. All the new recruits however were strictly governed by the provisions of the Standing Orders. The employer has however denied that the concerned workman was enjoying the facilities and benefits with regard to the holidays and holidays on Second Saturdays like the ministerial staff. The employer has admitted that as per the management's circular dated 16-1-1967 the old employees enjoying better holiday facilities were allowed to continue the same until their promotion to any higher post. The concerned workman being a Mason employed in the township maintenance was automatically covered by the certified Standing Orders and he could not claim the facilities of holidays and holidays on Second Saturdays like the ministerial staff. The employees of township maintenance including the concerned workman were never allowed by the management any holiday on Second Saturdays.

7. The concerned workman started absenting himself from duties on Second Saturdays for about three months from August, 1979 and accordingly his pay for the Second Saturdays was deducted. Subsequently on Union's representation the deducted wages were refunded as a special case to the concerned workman on a clear understanding that the same would not be treated as a precedent in future. The employer has denied all other allegations of the Union. According to the management the concerned workman is not entitled to any relief.

8. Both parties have adduced evidence, oral and documentary. WW-1 Khurshid Alam is the concerned workman. He has stated in his evidence that he was appointed in the post of Mason in July, 1963 in Bhojudih Coal Washery and that he used to get leave, holidays and holidays on Second Saturdays with pay like the ministerial staff in 1963 and 1964. His evidence further shows that in 1965 for some months he availed of the holidays and holidays on Second Saturdays as before like the ministerial staff but the employer deducted his wages and because of such deduction he had to attend the duties on holidays and on Second Saturdays which were available to the ministerial staff. His evidence further shows that in 1979 and 1980 he got his wages for the Second Saturdays in spite of his enjoying the holidays on Second Saturdays and that he did not avail of the Second Saturdays after 1980. The concerned workman (WW-1) has however stated in his evidence that he does not know whether the management first deducted the wages in respect of the holidays on Second Saturdays during the year 1979-80 and then made the payment through the intervention of the union.

9. The management's witness MW-1 Mr. K. Venkatraman who is the Section Officer in the Bhojudih Coal Washery has first stated in his evidence in cross-examination on 16th August, 1989 that prior to the introduction of the Standing Orders the concerned workman had been getting the facilities as available to the ministerial staff then in the next breath he has stated that before introduction of the Standing Orders



the concerned workman used to avail the gazetted holidays like the ministerial staff but he did not avail the holidays on Second Saturdays like the ministerial staff. Immediately thereafter this witness has gone so far to say that he does not remember whether the concerned workman availed the holidays on Second Saturdays like the ministerial staff in 1963 and 1964. On 17-9-1989 this witness in continuation of his further cross-examination has however stated that the concerned workman did not avail the gazetted holidays like the ministerial staff prior to the introduction of the Standing Orders. I have carefully gone through the evidence of this witness and it appears that this witness has no regard for truth and has not kept any consistency in his evidence. Accordingly the evidence of this MW-1, K. Venkatraman in this respect cannot be at all relied on. The evidence of WW-1 the concerned workman, appears to be convincing in this respect and accordingly I find that the concerned workman had been enjoying the gazetted holidays and holidays on Second Saturdays like the ministerial staff from the time of his appointment in 1963.

10. There is no dispute to the fact that the Standing Orders of the employer company were certified in 1963 and the same came into force in 1966. The evidence of MW-1 K. Venkatraman bears testimony to the same. It has already been stated that his first evidence in cross-examination has shown that prior to introduction of the Standing Orders the concerned workman had been getting the facilities as available to the ministerial staff. MW-1 K. Venkatraman has admitted in his evidence that the concerned workman had been enjoying facilities of earned leave, casual leave and overtime like the ministerial staff, implying thereby that the concerned workman has been getting such facilities like the ministerial staff from the time of his appointment in service. The management's letter dated 23rd September, 1985 to the Assistant Labour Commissioner (Central) Ext. W-13 also shows that the concerned workman is still enjoying all other facilities like the ministerial staff excepting gazetted holidays and holidays on Second/Fourth Saturdays. It has already been shown that the concerned workman was getting also the facilities of holidays and holidays on Second Saturdays like the ministerial staff from the time of his appointment. The union's letter dated 28-8-1985 to the Assistant Labour Commissioner (Central) which has also been relied on by the Learned Advocate for the management at the time of his argument, shows that in 1963 and 1964 the concerned workman enjoyed the holidays and holidays on Second Saturdays alongwith other facilities like the ministerial staff. The said letter however shows that in 1965 the concerned workman did not enjoy the holidays and holidays on Second Saturdays like the ministerial staff. It is the case of the union sponsoring the cause of the workman that after a few months in 1965 the management did not allow the concerned workman to avail himself of the gazetted holidays and holidays on Second Saturdays like the ministerial staff.

11. There is no dispute to the fact that from 1965 to 1978 the concerned workman did not avail himself of the holidays and holidays on Second Saturdays like the ministerial staff. In 1979 the concerned workman of his own accord however availed himself of the holidays and holidays on Second Saturdays. The employer deducted wages of the concerned workman for his availing such holidays and holidays on Second Saturdays. It appears from the evidence as led by both sides that on intervention by the union sponsoring the cause of the workman, the employer refunded the deducted wages for the year of 1979 to the concerned workman. I have already stated that the concerned workman has stated in his evidence that in 1980 also he availed himself of the gazetted holidays and holidays on Second Saturdays like the ministerial staff and that after 1980 he did not avail of the said holidays. The management's witness however has not stated anything in this respect. Be that as it may, when the concerned workman (WW-1) in his evidence has clearly stated that in 1979 and 1980 he got his wages for the Second Saturdays in spite of his enjoying holidays on Second Saturdays and that he did not avail the Second Saturdays after 1980, I accept such evidence of the concerned workman (WW-1) and hold that during the years 1979 and 1980 he got the wages without any deduction in spite of his availing the holidays on Second Saturdays. There is no dispute to the fact that the concerned workman availed also the holidays in 1979 besides the holidays on Second Saturdays, although it has not been clearly

stated in evidence that the concerned workman availed also the holidays besides the holidays on Second Saturdays in 1980, I accept the position that the concerned workman also availed the holidays in 1980 besides the holidays on Second Saturdays and that he got his wages without any deduction in 1980 also in spite of his availing the holiday and holidays on Second Saturdays as in 1979.

12. Now the question comes in whether the employer has been justified in disallowing the concerned workman in availing the gazetted holidays and holidays on Second Saturdays from 1965 to 1978 and then again from 1981 till his promotion on 31-5-1989. It may be mentioned here that the concerned workman got his promotion from grade N-5 to N-6 as a Mason with effect from 31-5-1989 as per the management's office order Ext. M-4. The Office order dated 16th January, 1967 of the management Ext. W-2 enjoins that all those employees who are required to be governed by the Standing Orders in terms of the Head Office letter dated 26-4-1965 but are not being governed by the Standing Orders or all those employees who are being governed by the Standing Orders but are enjoying better facilities in the shape of leave, holidays etc. will continue to enjoy those facilities which will be personal to them and that on promotion however they will be brought in line with others and governed by Standing Orders. This Office Order dated 16-1-1967 Ext. W-2 is very material and important. According to this office order the facilities as regards the holidays and holidays on Second Saturdays as were being enjoyed by the concerned workman would continue till his promotion, in spite of the coming into force of the Standing Orders. Mr. Murthy, the Learned Advocate for the management has however submitted that it is undisputed fact that the management discontinued such facilities regarding the holidays and holidays on Second Saturdays to the concerned workman from 1965. So the office order dated 16-1-1967 would not be applicable to the concerned workman as he was not enjoying such facilities on the date of the issue of such office order.

13. I have already shown on due consideration of the materials in the record that the concerned workman was enjoying the facilities including the holidays and holidays on Second Saturdays like the ministerial staff from the date of his appointment in service. Such facilities were no doubt the conditions of service of the concerned workman. The employer cannot withdraw such facilities which are the conditions of his service arbitrarily and whimsically without issue of the notice under section 9A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). It is not the case of the employer that the employer withdrew such facilities after issue of the notice under section 9A of the Act. Further the office order dated 16-1-1967 Ext. W-2 clearly protects the continuance of such facilities enjoyed by a workman from before the coming into force the Standing Orders till his promotion to some other grade, thereby indicating that the facilities like the holidays and holidays on Second Saturdays which were being enjoyed by any workman were not to be withdrawn arbitrarily or whimsically by the employer. The office order dated 16-1-1967 Ext. W-2 permits the concerned workman to continue the enjoyment of the facilities like the holidays and holidays on Second Saturdays as available to the ministerial staff till his promotion. The management was therefore unjustified in discontinuing from 1965 to the concerned workman the facilities of holidays and holidays on Second Saturdays which were being enjoyed by the concerned workman like the ministerial staff from the time of his appointment in service. It has already been shown that the concerned workman has been promoted from grade N-5 to N-6 with effect from 31-5-1989 as per office order dated 2-8-1989 Ext. M-4. So in pursuance of the office order dated 16-1-1967 Ext. W-2 the concerned workman has the right to get such facilities like the ministerial staff upto 30-5-1989. Mr. Anil Das Chowdhury, the Learned Advocate for the concerned workman in his usual fairness has also submitted that his client (workman) cannot claim such benefit from 31-5-1989, the date of the promotion.

14. In view of what has been discussed above, I find that the management has not been justified in disallowing the facilities of holidays and holidays on Second Saturdays to the concerned workman till before 31-5-1989. Now the question comes for decision whether the concerned workman is entitled to get any relief from 1965 to 30-5-1989 excepting the years 1979 and 1980 for which the concerned workman

got the wages without any deduction inspite of his availing holidays and holidays on Second Saturdays according to his own evidence. Mr. Murthy, the Learned Advocate for the management has submitted that the claim of the concerned workman for the years from 1965 to 1978 is very stale and that the Tribunal should not entertain the claim for such period. I find substance in such submission of Mr. Murthy. The concerned workman could not justify his silence for such a long period and it appears that he refrained himself from enjoying the holidays and holidays on Second Saturdays after 1965 upto 1978. It is true that in 1979 the concerned workman started again to avail the holidays and holidays on Second Saturdays. The evidence has disclosed that the management had deducted the wages of the concerned workman for his availing such holidays and holidays on Second Saturdays and that subsequently on intervention of the union the management refunded the deducted wages to the concerned workman. So it appears that the concerned workman remained silent without any protest whatsoever during the period from 1965 to 1978. The claim for any benefit for such period appears to be stale and this Tribunal is not inclined to entertain such stale claim. The concerned workman is not entitled to get any relief for the period from 1965 to 1978.

15. According to the evidence of the concerned workman himself he got the facilities without any deduction to his wages during the year 1979 and 1980. I have referred to the evidence of the concerned workman in this respect more than once. The concerned workman himself has stated in his evidence that he did not avail the holidays on Second Saturdays after 1980 and that he got his wages in 1979 and 1980 inspite of his availing holidays on Second Saturdays. So I am left with the period from 1981 to 30-5-1989 for giving a decision. I have already held that the management has not been justified in discontinuing the facilities of holidays and holidays on Second Saturdays to the concerned workman till before his promotion on 31-5-1989. So the concerned workman is entitled to get the benefits for the period from 1981 to 30-5-1989 for his work on gazetted holidays and holidays on Second Saturdays during the aforesaid period. The concerned workman was deprived of the aforesaid holidays because of the unjustified action of the management.

16. In the result the concerned workman shall get the wages for the gazetted holidays and holidays on Second

Saturdays during the aforesaid period i.e. from January, 1981 to 30-5-1989 which could not be availed by the concerned workman, at the rate of daily wage calculated on the basis of the monthly wage in relation to the respective gazetted holidays and holidays on Second Saturdays; to the exclusion of such gazetted holiday which falls on Sunday or any Second Saturday.

This is my Award.

Dated, Calcutta,

The 5th September, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-19012/29/86-D, IV(B)]

R. K. GUPTA, Desk Officer

नई दिल्ली, 15 सितम्बर, 1989

का. प्र. 2538-—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-10-89 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के विषय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के विषय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध कर्नाटक राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् —

क्र. सं.	राजस्व ग्राम का नाम व नगरपालिका सीमा	होबली	तालुक	जिला
1.	डोडाबालपुरा नगरपालिका सीमा	कसबा	डोडाबालपुरा	बंगलूर
2.	मजाराहोसाहल्ली मंडल पंचायत (राजस्व ग्राम मजाराहोसाहल्ली बारीटटी-हल्ली और वीरापुरा सहित)	कसबा	डोडाबालपुरा	बंगलूर

[संख्या एस-38013/24/89-एस.एस.-I]

ए. के. भट्टारai, धवर सचिव

New Delhi, the 15th September, 1989

S.O. 2538. —In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 1989 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already brought into force) and Chapters V and VI (except sub-section (1) of section 76 and 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka, namely :—

S. No.	Name of the revenue village or Municipal limits	Hobli	Taluk	District
1.	Doddaballapura Municipal limits	Kasaba	Doddaballapura	Bangalore
2.	Majarahose halli Mandal Panchayat (including revenue villages Majarahosahalli Bashettyhalli and Veerapura.	Kasaba	Doddaballapura	Bangalore

[No. S-38013/24/89-SS.I.]

A.K. BHATTARAI, Under Secy.

नई दिल्ली, 18 सितम्बर, 1989

का.प्रा 2539-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लिमिटेड की खारखरा कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, प्रमुख में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (मं. 1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-1989 को प्राप्त हुआ था।

New Delhi, the 18th September, 1989

S.O. 2539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kharkhara Colliery of M/s Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on 8-9-1989.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) (2-A) of the Industrial Disputes Act, 1947

Reference No. 83 of 1988

#### PARTIES :

Employers in relation to the management of Kharkhara Colliery of M/s. B.C.C. Ltd.

#### AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra, Presiding Officer.

#### APPEARANCES :

For the Employers—Shri R. S. Murty, Advocate.

For the Workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar

INDUSTRY : Coal

Dated, the 31st August, 1989

#### AWARD

By Order No. L-24012/240/87-D.IV (B), dated 14-7-1988 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication —

"Whether the action of the management of Kharkhara Colliery of M/s. Bharat Coking Coal Ltd. in not regularising Smt. Bhagia Devi as wagon Loader is justified? If not, to what relief the concerned workman is entitled?"

2. The order of reference with the schedule was received in the office of the Tribunal on 26-7-88 and next date was fixed on 23-9-88, for appearance of the parties. Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union, appeared on 23-9-88 and on his verbal prayer the date for filing written statement was fixed on 1-11-1988. On that date and on subsequent dates as well Shri D. Mukherjee appeared and on his verbal prayer dates for filing written statement by the workmen were fixed. Even then Shri D. Mukherjee could not file written statement. Since the management was not appearing notice was issued to the management with direction to appear on 13-3-89. On that date Shri D. Mukherjee appeared but did not file written statement. The management also did not appear. The next date fixed on 12-4-89 when Shri R. S. Murty, Advocate, for the management appeared and Shri D. Mukherjee renewed his verbal prayer for time to file written statement which was fixed on 8-5-89. Although on the date fixed Shri Murty appeared but Shri Mukherjee did not. Hence next date was fixed on 6-6-89. On the date fixed Shri Murty for the management appeared and Shri Mukherjee for the workmen appeared, but the written statement was not filed. The case was adjourned to 5-7-89 for filing written statement.

On that date both Shri Murty for the management appeared and Shri Mukherjee appeared for the workmen, but written statement was not filed. Thereupon 31-8-89 was fixed for hearing in default of written statement by the workmen. On the date fixed Shri Murty appeared for the management and Shri D. Mukherjee for the workmen. Shri Mukherjee has submitted that he has got no instruction from the concerned workmen and hence a 'no dispute award' may be passed.

3. In view of the facts that the concerned workmen did not file written statement despite the fact that she was given ample opportunities to do so, I have reason to believe that she is not interested in pursuing the present industrial dispute. Accordingly, I am constrained to pass a 'no dispute award' in the present case.

This is my award.

S. K. MITRA, Presiding Officer

[No. L-24012/240/87-D.IV (B)/IR (Coal-I)]

का.प्रा 2540-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14)

की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लिमिटेड की साउथ गोविन्दपुर कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, प्रमुख में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (मं. 1), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-1989 को प्राप्त हुआ था।

S.O. 2540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. I), Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Govindpur Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 8-9-1989.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 23 of 1988

#### PARTIES :

Employers in relation to the management of South Govindpur Colliery of Messrs Bharat Coking Coal Ltd.

#### AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra, Presiding Officer.

#### APPEARANCES :

For the Employers—Shri R. P. Dabial, Dy. Personnel Manager.

For the Workmen—None.

STATE : Bihar

INDUSTRY : Coal

Dated, the 28th August, 1989

#### AWARD

The present reference arises out of Order No. L-20012 (213)/83-D.III (A) dated, the 17th December, 1983 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

"Whether the demand of the workmen of South Govindpur Colliery of Messrs Bharat Coking Coal Limited for regularisation of Shri Radhe Shyam Singh in Clerical Grade-I with effect from the 7th March, 1981 as Store Keener/Store Incharge is justified? If so, to what relief is this workman entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer  
[No. L-20012(213)/83-D.III (A)/IR (Coal-I)]  
K. J. DYVA PRASAD, Desk Officer

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I,  
DHANBAD

Reference No. 23/88

Employers in relation to the management of South Govindpur Colliery of M/s. Bharat Coking Coal Limited ;

AND

Their Workmen.

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the reference most respectfully sheweth :—

1. That the Central Government by notification No. L-20012(213)/83-D.III dated 17th/19th December, 1983 has been pleased to refer the present dispute for adjudication on the issue contained in the schedule of reference which is reproduced below :—

#### SCHEDULE

“Whether the demand of the workmen of South Govindpur Colliery of M/s. Bharat Coking Coal Limited for regularisation of Shri Radhe Shyam Singh in Clerical Grade-I with effect from 7-3-81 as Store Keeper/Store Incharge is justified? If so, to what relief is this workman entitled?”

2. That the above dispute has been amicably settled between the parties on the following terms :—

#### TERMS OF SETTLEMENT

- (A) That the concerned workman Shri Radhe Shyam Singh has already been regularised in Clerical Grade-I and he has no further dispute in this regard.
- (B) That the management has agreed to give the concerned workman notional seniority in Clerical Grade-I with effect from the date of reference i.e. from 19-12-1983 and necessary correction will be made in the seniority list of Grade-I Clerks of Govindpur Area.
- (C) That the concerned workman will not claim any difference of wages or re-fixation of his scale and will not be entitled to any other relief.
- (D) That in view of the above settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Employers :

(S. N. P. RAI)  
General Manager  
(S. P. SINGH)

Personnel Manager

For the Workmen/Union

(G. D. PANDEY)  
Vice-President

Rashtriya Colliery Mazdoor Sangh

Witnesses :

1. Illegible
2. Illegible

नई दिल्ली, 1 सितम्बर, 1989

का.पा. 2541 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कामकाजों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 18th September, 1989

S.O. 2541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. I, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

(In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947)

Reference No. 3 of 1988

PARTIES :

Employers in relation to the management of Bank of India, Bokaro Steel City Branch.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers—Sri A. K. Karn, Deputy Chief Officer.

For the Workmen—Sri D. Jha Lallan, Asstt. Genl. Secretary of Bank of India Employees' Union.

STATE : Bihar

INDUSTRY : Bank

Dated, the 30th August, 1989

#### AWARD

By Order No. L-12012/277/87-D.II (A) dated the 3rd February, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act 1947, referred the following dispute to this Tribunal for adjudication :

“Whether demand of the B.O.I. Employees Union for providing housing accommodation to S/Shri Y. K. Prasad and D. Jha Lallan Special Assistants of Bank of India, Bokaro Steel City Branch which is within the purview of Project Area as per I.B.A. Guidelines is justified? If so, to what relief are the workmen entitled?”

2. The case of the concerned workmen, as appearing from the written statement submitted on their behalf by the Unit Secretary of the sponsoring union, Bank of India Employees Union, Bokaro Steel City, Dhanbad, details apart, is as follows :

Bokaro Steel City Branch of Bank of India (hereinafter referred to as Bank) is included as Project Area. Bipartite Agreement dated 19-10-66 between the different Banks and their workmen envisages a provision which runs as follows :

“House Rent Allowance in Project Area is agreed on the basis that residential accommodation is not

available in these areas. Accordingly, house rent allowance in these areas shall be payable until such time as a Bank is in a position to offer residential accommodation. The continuance of house rent allowance is Project Areas after the expiry date of settlement will be subject to fresh review of the housing situation in these places."

On the basis of Bipartite Agreement, dispute relating to provision for housing accommodation to the Award staff of Bokaro Steel City Branch was first raised in 1970 and thereafter the matter was taken up in the meeting between the management of the Bank and the Staff Union on 19th and 20th July, 1971 at which it was decided as follows :

"Immediate enquiries are to be made regarding housing accommodation for the staff and full particulars with recommendations to be submitted by the Superintendent to the Head Office for consideration."

The understanding as aforesaid was followed up by correspondence and telegrams in particular to the follow up actions of the Bank dated 18-8-71 and 20-10-72. The case of the Bank is set out in the letter of the Agent of the Bank at Bokaro Steel City Branch dated 27-10-72 addressed to the General Manager, Head Office, Development Department and a telegram therefrom and also a copy of the TELEX message sent to the Regional Manager, Eastern Region, Calcutta endorsed to the Branch, both of 22-11-72. By letter dated 23-6-86 the Manager of the Bank of Bokaro Steel City Branch informed the concerned workmen about withdrawal of the privilege of rental housing accommodation provided by the Bank on monthly rent of Rs. 500 and directed them to find out alternative premises within the permissible rent of Rs. 300 per month. The union made a demand with the management on 4-7-86 to recall the same and for continuance of the existing provisions and for not effecting any change in the existing conditions of service causing prejudice to the workmen. Since the management did not respond to the said representation and appeared to be adamant to implement its own decision, the union made a representation to the A.L.C. (C) on 14-7-86. The A.L.C. gave notice to the management for conciliation. The case of the union representing the workmen was that by unilateral decision the management of the Bank has contrived to bring about a change in the condition of service in contravention of Bipartite agreement/understanding between the management and staff union. The case of the management was that the housing provision does not come under the purview of the terms and conditions of service as laid down in the awards/settlement. The claim of the management is unfounded and contrary to both the award and the Bipartite Agreement of 1966 followed by subsequent similar agreements. The matter of House Rent Allowance has been dealt with as a specific issue in Sastri Award and Desai Award and Bipartite Settlement also. The Bank, it appears, has relied upon certain guidelines of the Indian Bank's Association, an Organisation of the Banks to which the workmen are not parties. Anyway, the conciliation proceeding ended in a failure. Since by unilateral decision the Bank has contrived to bring about change in service condition prejudicial to the workmen and in contravention of bipartite agreements, the present industrial dispute has been raised. Even on merits the letter of the Agent/Manager dated 27-10-72 and some letters of later dates and telegrams disclose the fact that housing problem at Bokaro Steel City is such that it is causing so much hardship as to compel one Clerk and two Subordinate staff to stay in the Tiffin Room and Garage and that because of the scarcity of house in the area and the pressure of rental house in highly industrial area like Bokaro Steel City, it is not possible to obtain a house which can accommodate these employees on rent below Rs. 500. In fact the Bank requisitions the offer of the Landlords who are desirous of letting out the flats to the Bank and sends its official to inspect the flat offered and negotiates the rent payable for such flats. After negotiation over rent the tenancy agreement is being executed between the bank and the Landlord with a condition that the flat will be for the occupation and use of the workmen concerned and his family. Accordingly, a two-roomed self-contained flat was provided to both these workmen under tenancy agreement which came into force with effect from 1-9-84 and 1-11-85 respectively and the flats were made available to the concerned workmen. The failure of the Bank to construct residential accommodation for its employees for over a decade and make it available to them is in contravention of the bipartite agreement. In the circumstances, the union has

submitted that the action of the management for withdrawing the privilege of rental housing accommodation provided to the concerned workmen is not justified.

3. The case of the management of the Bank briefly stated, is as follows :

The guidelines of the Indian Banks' Association on the subject of providing housing accommodation are as follows :

- "(i) The Bipartite Settlement do not envisage any obligation on the part of any Bank to provide housing accommodation to Award Staff member.
- (ii) It is not permissible for the Banks to pay house rent subsidy their workmen in the Project Areas either on the basis of a certificate or otherwise.
- (iii) It would be permissible for Banks to provide quarters owned or leased by the Bank to their employees in the Project Areas after referring to the Indian Banks' Association.
- (iv) Wherever workmen are provided quarters either owned by the Bank or obtained in its name on lease basis from the Project authorities, the Bank would recover rent as per Indian Banks' Association guidelines.
- (v) Wherever quarters are not provided, Banks would pay house rent allowance as prescribed under the Bipartite Settlement for Project Areas."

The Bank provided housing accommodation facility to the employees working at Bokaro Steel City Branch on the following terms and conditions :

- "(i) That accommodation facility is to be provided on the basis of genuine need for such accommodation and it has to be ensured that there was no element of profit for the employees while providing such accommodation.
- (ii) That the accommodation facility would be provided on the basis of a lease agreement between the Bank and the concerned landlord.
- (iii) That wherever such lease agreement is absolutely not possible, the rent would be paid by the Bank to the landlord, direct by way of pay slip favouring the landlord.
- (iv) The maximum monthly rentals to be payable by the Bank to the landlord would be Rs. 300 for clerical staff and Rs. 200 for subordinate staff or the actual rent payable whichever is less.
- (v) That if any, excess rent is required to be paid, it will be borne by the concerned employees.
- (vi) On such provision, the concerned employee will not be entitled to House Rent Allowance."

It is clear from the above statement of facts that the commitment or involvement of the Bank is limited only to the extent of compensation of Rs. 300 per month in the case of Clerical Staff and Rs. 200 per month in the case of Subordinate staff and if excess rent is required to be paid for procuring such accommodation, the Banks' liability will not be changed and it will remain only to the extent as aforesaid. The aforesaid amounts of rentals paid by the Bank are as a measure of relief to the members of the staff posted at Bokaro Steel City Branch for providing housing accommodation although the Bank may also enter into a lease agreement with the Landlord for procuring the house. In any case and for all purposes the Bank will pay monthly rent to the extent of Rs. 300 in the case of clerical staff and Rs. 200 in the case of sub-staff as a measure of relief and additional amount of excess rent if any is required to be paid to the landlord, the same will be borne out by the employees. This being the position the Bank has acted in accordance with the terms of the scheme of providing housing accommodation to the members of Award Staff at Bokaro Steel City Branch the members of the staff who availed themselves of this housing accommodation facility are subject to the terms of the scheme framed for the purpose. It is within the discretion of the management to provide or not to provide housing accommodation to its employees at Project Area depending on the conditions prevailing at such areas and subject to the terms and conditions as laid down by the Bank within the parameters of guidelines of Indian Banks' Association.

In similar industrial dispute raised by the Bank of India Employees' Union over housing accommodation to the members of staff at Jamshedpur (Main) Branch, the Desk Officer, Ministry of Labour, New Delhi advised the Bank by letter dated 25-2-88 that as per the present position it was not obligatory on the part of the Bank to search house and make arrangements for their employees. As per this view of the Central Government there is no basis for this reference. The existing prescribed ceiling limits of rent payable by the Bank employees of Bokaro Steel City and Guwahati Branch have been revised from Rs. 300 per month to Rs. 350 for clerical staff and from Rs. 200 per month to Rs. 250 per month for sub-staff with effect from 1-10-87. In the circumstances, the management has submitted that its action is truly justified.

4. In rejoinder to the written statement of the management the union has stated that the guidelines for housing accommodation was set out first in the settlement dated 19-10-86 and the matter was subsequently clarified by the Bank in their various inter-office communications in the course of implementing the relevant provisions of the settlement. In conformance to the settlement the management truly implemented the said provision by taking houses on rent and allotting them to the concerned employees. This arrangement continued for a period of about 14 years from the year 1972 to June 1986 when the management suddenly notified to the employees that it would no more fulfill its obligation to provide accommodation to the employees in a Project Area such as Bokaro Steel City as before. The dispute arose out of this unilateral decision of the management which is not only in violation of the spirit of bipartite settlement but also an abrupt discontinuance of the privilege of the housing accommodation to the staff members. Prior to June 1976 the management of the Bank took houses on monthly tenancy/lease basis and allotted the same to the staff members. No condition was attached to it. The action of the management in withdrawing the privilege of housing accommodation is prejudicial to the interest of the workman and in the process putting them to hardship and harassment. The union has denied that the Bank has acted in accordance with the terms of the scheme of providing housing accommodation to Award Staff. The employees are not aware of any such scheme except that from 1972 to the middle of 1988 i.e. for about 14 years the management of Bank did provide rental housing accommodation to the members of Award Staff and that was the only scheme/management of the Bank which was known to the employees. The decision of the management to marginally increase the house rent subsidy is not consistent with what is required to be done in terms of the provisions of the Bipartite Settlement.

5. In reply to the rejoinder submitted by the union the management has stated that Indian Banks' Association is a body which negotiates on behalf of Banks at industry level with All India Unions on service conditions of Bank employees. Even the bipartite settlements are outcome of negotiations between Indian Banks' Association and All India Unions. The Indian Banks' Association made it clear in their letter dated 2/3-1-1987 addressed to Sri A. N. Mehrotra, A.L.C. (C) Chaibasa that bipartite settlements do not envisage any obligation on the part of any Bank to provide any housing accommodation to Award Staff. It is within the discretion of Bank's management to provide or not to provide housing accommodation at Project Area centres depending on the conditions prevailing at such centres and subject to terms and conditions which the Bank might lay down in this regard within the parameters of the guidelines issued by the Indian Banks' Association from time to time. The housing accommodation provided to the employees working in Bokaro Steel City Branch was on certain terms and conditions. The commitment and involvement of the Bank is limited only to the extent of ceiling limits of rentals fixed by the Bank and if the excess rent is required to be paid for procuring such accommodation, the bank's liabilities will not be changed and it will remain only to the extent of ceiling limits fixed by the Bank. The management has further stated that it has taken all steps to inform the employees about the change in their housing accommodation facilities from time to time and it has not taken any arbitrary action against their employees. No hardship and harassment has been caused to the employees. Other banks also have retained terms and conditions of their scheme within the parameters of the guidelines of Indian Banks' Association. The Federation of Bank of India Staff Unions Bank of

India Employees' Union, Bihar State is affidavit to the Federation also put forth their demand for revision in the ceilings of rentals on the basis of revision which takes place from time to time in other banks operating in the area. The rentals were revised from Rs. 300 per month to Rs. 350 per month for clerical staff and from Rs. 200 to Rs. 250 per month for sub-staff with effect from 1-10-87. Further revision has recently been made providing rentals of Rs. 450 per month in the case of clerical staff and Rs. 350 per month in the case of sub-staff with effect from 1-7-88. The bank has acted in accordance with the terms of the scheme formulated by the Bank for providing housing accommodation to Award Staff membership as per guidelines of India Banks' Association.

6. The union, in order to sustain its demand has examined three witnesses, namely WW-1 Sri Kameshwar Singh, WW-2 Sri Ashoke Kumar and WW-3 Sri Dinesh Jha Lallan, one of the concerned workman and laid in evidence a sheet of documents which have been marked Exts. W-1 to W-18. On the other hand, the management of the Bank in order to refute to the demand of the union has examined four witnesses, namely MW-1 Sri M. D. Sharma, MW-2 Sri A. N. Jha, MW-3 Sri Jayant Kumar and WW-4 Sri Prafulla Kumar Sinha and laid in evidence a number of documents which have been marked Exts. M-1 to M-6.

7. It is an irrefragable position that the service conditions of the bank employees are governed by Sastri Award, Desai Award and Bipartite Settlements. The matter of house rent allowance was considered and decided by Sastri Award in Chapter IX, Item No. 3. The relevant portion of the Sastri Award is reproduced hereinbelow:

156. Item 3 in schedule II to the reference reads as follows:

"House rent allowance. If this allowance is payable, should it be paid to all workmen?"

57. The demand for house rent allowance appears in almost all statements of claim received by us. A typical demand is that of the All India Bank Employees' Association which has claimed house allowance at the rate of 15 per cent of basic pay subject to a minimum of Rs. 20 per mensem in cities having a population of 10 lakhs and over and Rs. 15 per mensem for other cities.

158. The question of house rent allowance is really an item to be taken into account in fixing the wage scale. Normally it will be included in calculating the cost of living, but there are big cities in the country where housing accommodation is scarce and rents are normally high notwithstanding the Rent Restriction Acts which are in force. It is necessary, therefore, to consider these special cases and provide for a house rent allowance. While we framed our wage scale, we took into consideration the normal house rent payable where there are no such exceptional circumstances as set out above. We therefore think it right to provide for these specially expensive places. In our opinion, this allowance should be given to bank employees in all big cities where the population exceeds 7 lakhs as per the 1951 census. These places are: Calcutta, Bombay, Madras, Delhi, Hyderabad (including Secunderabad), Ahmedabad, Bangalore and Kanpur, or Calcutta and Bombay, however, a higher rate of allowance is needed than for the other places in this group. We accordingly direct that house rent allowance should be given monthly to all wholetime workmen on the following scale:—

NOTE.—"Pay" includes basic pay, special allowance and officiating allowance.

159. Certain banks have been providing free accommodation to some of the employees, especially of the subordinate cadre, some of whom have been allowed to sleep on the bank's premises. Such concessions or amenities which are voluntarily granted by the banks should not be taken as conferring a right on the workmen. This amenity also serves as a kind of arrangement for the safety of the premises and the property of the banks. We think that even where such amenities are given, the house rent



allowance also must be given as the employees must have facilities for housing their families at the places of their employment. We direct accordingly.

160. No house rent allowance shall be admissible where residential quarters are provided and made available by the Bank. The allowance must be given during leave period also, provided that the duration of the leave does not exceed four months and prior to availing himself of leave the workman furnishes a certificate that he continues to retain the residential accommodation occupied by him. Where the leave taken exceeds four months, house rent allowance may cease at the banks' discretion after the period of four months is over."

The provision for House Rent Allowance as awarded by Sastri Award was retained in Desai Award with certain modifications, mostly in the rates of such allowance. House Rent Allowance was extended to Project Areas which includes Bokaro Steel City by bipartite settlement dated 19-10-1966. It was provided in the settlement that house rent allowance in Project Areas is agreed on the basis that residential accommodation was not available in these areas. Accordingly, house rent allowance in these areas shall be payable until such time as a Bank is in a position to offer residential accommodation. The continuance of house rent allowance in Project Areas after the expiry date of the settlement will be subject to fresh review of the housing situation in these places (Ext. W-8).

8. The issue of House Rent Allowance, it appears, has been considered in Sastry Award and it has been held that the question of house rent allowance is really an item to be taken into account in fixing the wage scales and that normally it will be included in cost of living. But there are big cities in the country where housing accommodation is scarce and rents are normally which notwithstanding the Rent Restriction Act and it is therefore necessary to consider these special cases and provide for house rent allowance. House Rent Allowance has been allowed in Sastry Award according to certain rates. These rates were revised in Desai Award but nevertheless the provision of house rent allowance has been retained thereto. In terms of bipartite settlement dated 19-10-66 the provision of house rent allowance has been extended to Project Areas including Bokaro Steel City on the basis that residential accommodation is not available in these areas. This being the position, there is no obligation on the part of different Banks for providing housing accommodation to their employees.

9. The evidence on record discloses that Bokaro Steel City Branch of the Bank came into being sometime in February, 1969. The evidence of MW-1 Sri M. D. Sharma discloses that since the area of operation of the Bank was within Project Area, housing accommodation was not readily available and since housing accommodation was not easily available at Bokaro Steel City, the unions approached the management for providing residential accommodation at Bokaro Steel City. His evidence further discloses that various proposals were set a foot to mitigate the difficulties of residential accommodation and ultimately the issue boiled down to the propositions in terms of which the management agreed to provide accommodation for residential purposes to subordinate staff and non-married clerical staff on hire and on rental basis of Rs. 100 to Rs. 150 per month for subordinate staff and Rs. 250 or around that for clerical staff. The evidence of this witness gets support from the minutes of the meeting between the management and staff unions held on 19th and 20th July, 1971 (Ext. W-9). As per Item No. 11 of this minutes it was decided that immediate enquiries were to be made regarding housing accommodation for the staff at the Project Area like Chas, Bokaro Steel City, Jamshedpur and full particulars with recommendations were to be submitted by the Superintendent to the Head Office for consideration. The recommendations of Superintendent is not available on record. By two letters dated 12-8-72 (Ext. W-10) and 27-10-72 (Ext. W-12) the Agent of the Bank at Bokaro Steel City canvassed certain proposals to the higher authorities for providing housing accommodation to the employees on certain terms and conditions in view of acute shortage of housing accommodation. The matter was considered by the

higher authorities and ultimately the authorities condescended for securing 2/3 room flats on hire on advance payment of one year's rent subject to the condition that the members of the staff occupying the said premises should forgo house rent allowance and 10 per cent of basic pay and also bear water and electricity charges and contract to the Landlord should be entered into on the lines of Rourkela rental housing accommodation (Ext. W-14). Accordingly housing accommodation was secured and provided to the employees of the Bank at Bokaro Steel City.

Much controversy has been raised as to who took the initiative to secure information as to whether housing accommodation was available and on what rates. The witnesses for the management have stated that the employees took the initiative while the witnesses for the concerned workmen have stated that the management took the initiative. In my view, this controversy is of little importance in view of the fact that the management of the Bank agreed to provide accommodation to its employees at Bokaro Steel City on certain terms and conditions in view of the scarcity of housing accommodation there.

There is no dispute that in agreements with the Landlord the management of the Bank, and not the employees concerned, figures as lessee. This means that although the lessee for the accommodations is the Bank, the occupier of such accommodations were the employees of the Bank. It appears from the Ext. W-14 that the employees were to forgo their house rent allowance and 10 per cent of the basic pay for getting such accommodation. It appears from the testimony of MW-1 Sri M. D. Sharma that in 1981 the rental ceiling was fixed at Rs. 200 for clerical staff and Rs. 150 for subordinate staff. The pleadings of the management discloses, that the ceiling limits of rent payable by the Bank to the employees working at Bokaro Steel City and Chas Branches were later revised from Rs. 300 per month for clerical staff to Rs. 350 per month and from Rs. 200 per month for sub-staff to Rs. 250 per month with effect from 1-10-87. It further appears from the pleadings of the management that these rates have been revised from Rs. 350 to Rs. 450 per month for clerical staff and Rs. 250 to Rs. 350 per month for sub-staff. The evidence of WW-1 Sri Kameshwar Singh discloses that the Bank arranged accommodation on hire for all staff embracing both clerical and sub-staff and initially 10 per cent of salary was used to be deducted from his salary month by month till the end of 1980 when it was stopped and this stoppage ensued as a result of an agreement between the Bank and the Union. MW-1 Sri M. D. Sharma has admitted that by one communication from Head Office 10 per cent deduction from the basic pay was stopped probably from January 1981 and that from 1981 onwards house rent allowance only was not being to clerical/sub-staff who were provided with residential accommodation.

10. The Bank by letter dated 23-6-86 intimated both the concerned workmen that the maximum permissible rent for housing accommodation to award staff as per Bank's norm is Rs. 300 only and since the rent of the house occupied by them was in excess of permissible limit of Rs. 300 the Bank decided to terminate the Tenancy Agreement and a notice of even date was issued to the Landlord and the concerned workmen were requested to find out an alternative premises within permissible rent of Rs. 300 per month with direction to vacate premises by 31-7-86 (Exts. W-4 and W-5). This precipitate action of the management ultimately led to the present dispute.

11. It has been urged by Sri D. Tha Lallan, representative of the Employees Union that the Bank cannot terminate the Tenancy Agreement by unilateral action and abjure its responsibility to provide housing accommodation to the concerned workmen including himself.

Sri A. K. Karn, authorised representative of the management of Bank has contended that there is no obligation on the part of the Bank to provide housing accommodation to its employees and that housing accommodation is permissible within the guidelines laid down by the Indian Banks' Association issued from time to time. I have already stated that the Awards and Settlements arrived at industry-wise do not envisage obligation on the part of the Bank to provide housing accommodation to its employees. The obligation of

the Banks is to provide house rent allowance as per Awards and settlements. Even so, having regard to the acute scarcity of housing accommodation at Bokaro Steel City, the Bank provided housing accommodation to its employees on certain terms and conditions. Even then there must be a limit to the financial obligation of the Bank in providing such housing accommodation. The Employees Union is not aware of its position because in the letter written to the A.L.C. (C) Dhanbad dated 3-4-87 the Unit Secretary of Bank of India Employees' Association, Unit Bokaro Steel City has solicited the intervention of the A.L.C. to prevail upon the Bank and to act in terms of the instructions of the Head Office as well as guidelines of the Indian Banks' Association. (Ext. W-7). The guidelines of Indian Banks Association have not been produced before me. Even so, in the letter of Asstt. Personnel Adviser of the Bank to the A.L.C. (C) Chaibasa dated 2nd/3rd January, 1987 it has been stated inter-alia that wherever workmen are provided quarters either owned by the Bank and obtained in its name on lease basis from the Project authorities, the Bank would recover rent as per I.B.A. guidelines. (Ext. M-3) At the present rate the prescribed ceiling limits of rent payable by the Bank to the concerned employees is Rs. 450 per month. The rentals for the accommodation provided to Sri D. Jha Lallan is Rs. 550 per month. It appears from the evidence of MW-4 Sri Prafulla Kumar Sinha that no recovery has been made from his wage bill obviously as per I.B.A. guidelines. He has stated that most of the staff of the Bank residing in the Co-operative Colony are having their accommodation on rentals within the ceiling limit. But there are three cases in which the staff concerned are having their accommodation on rentals beyond the ceiling limit and that out of these three employees, two employees have been bearing additional amount beyond the ceiling limit. But in the case of Sri D. Jha Lallan no such recovery has been made.

12. From the evidence on record I am not satisfied that the Bank ever agreed to provide housing accommodation to its staff having rentals beyond the ceiling limit. It appears that both the parties have been relying on I.B.A. guidelines for resolving the issue. This being so, the demand of the employees union is justified within the parameter of I.B.A. guidelines and the Bank is at liberty to recover excess rent paid beyond the ceiling limit and in departure from the I.B.A. guidelines from its respective employees.

13. Accordingly the following award is rendered :—

The demand of the BOI Employees Union for providing housing accommodation to S/Shri Y. K. Prasad and D. Jha Lallan, Special Assistants of Bank of India, Bokaro Steel City Branch is justified within the framework and parameter of I.B.A. guidelines.

In the circumstances of the case I award no costs.

Sd/-

S. K. MITRA, Presiding Officer  
[No. L-12012/277/87-D.II(A)]

का.पा. 2542—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया से प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंदीपट्ट के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I.D. 43/89

#### PARTIES :

Employers in relation to the management of Central  
Bank of India

#### AND

Their workman : Chanan Singh.

#### APPEARANCES :

For the workman—Shri U. Kant, Advocate.

For the management—Shri Yogesh Jain.

INDUSTRY : Banking

STATE : Punjab

#### AWARD

Dated : 17-8-89

On a dispute raised by Chanan Singh against Central Bank of India, Central Government had vide No. L-12012/487/88-D.II (A) dated 10th March, 1989 referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Bank of India in dismissing from services Shri Chanan Singh, Ex. Armed Guard is justified ? If not, to what relief is the workman entitled ?"

2. During the pendency of the proceedings the parties have amicably settled the dispute and informed the Tribunal accordingly through joint statement on 5-7-1989. In view of the same a No Dispute Award is returned.

Chandigarh.

17-8-89.

M. S. NAGRA, Presiding Officer  
Central Govt. Industrial Tribunal-  
cum-Labour Court, Chandigarh  
[No. L-12012/487/88-D.II(A)]

का.पा.-254 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंदीपट्ट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 182/88

In the matter of dispute between :

Shri Bindra Prasad C/o Shri P. C. Bajpai, 990, Y Block  
Kidwai Nagar, Kanpur.

#### AND

The Assistant General Manager, Allahabad Bank,  
113/58 Swarup Nagar, Kanpur.

#### AWARD

1. The Central Government, Ministry of Labour vide its notification no. L-12012/373/88-D-2(A) dated 29-11-88 has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Allahabad Bank in terminating the services of Shri Bindra Prasad and not considering him for further employment while recruiting fresh hands under section



25H of the I.D. Act is justified? If not to what relief is the workman entitled?"

2. In the present case 2-8-89 was fixed for filing of the written statement by the management but the management did not file written statement. On 2-8-89 the I was on tour to Delhi, so the case was adjourned to 4-9-89 for filing of the written statement by the management. However, the management appeared on 3-8-89 along with workman Shri Bindra Prasad and filed a settlement in the case with the prayer that the case be decided in terms of the settlement. Contents of the settlement were confirmed by the parties before the Tribunal on 3-8-89. The terms of settlement are as under:—

1. It is agreed that Shri Bindra Prasad S/o Sri Ganjadhhar will be absorbed afresh in the Bank's service on probation as Peon-cum-Farrash on the initial basic pay in the cadre against a sanctioned vacancy within a month of this settlement.
2. It is also agreed that no other benefits/wages/continuity of service etc. for the period of past temporary engagement will be allowed to the said Sri Bindra Prasad.
3. That this fully and finally resolves the entire matter of dispute under present reference.

In the circumstances fixed above and looking to the request made by the parties the reference is answered in terms of the settlement dt. 2/3-8-89.

ARIAN DEV, Presiding Officer  
[No. L-12012/373/88-D.II(A)]

का.भा.-2644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,  
CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I.D. 20187

#### PARTIES :

Employers in relation to the management of Central  
Bank of India

#### AND

Their workman.—Ramesh Singh

#### APPEARANCES :

For the workman—Shri U. Kant.

For the management—Shri Yogesh Jain

#### AWARD

Dated : 25-7-89

On a dispute raised by Shri Ramesh Singh against Central Bank of India, Central Govt. had vide No. L-12012/182/86-D.II (A) dated 13th April, 1987 referred the following dispute to this Tribunal for decision :

"Whether the action of the Central Bank of India, Regional Office Shimla in terminating the services of Shri Ramesh Singh, Part time worker at their

branch at Santokhgarh from 1-1-1983 is legal and justified?" If not, to what relief the concerned workmen is entitled and from what date?"

2. Case of the petitioner as set out in the claim statement is that Ramesh Singh workman was employed with the Central Bank of India Santokhgarh Branch as a part time employee since May 1970 and he had been rendering continuous service without any break and was being paid Rs. 10 per month. His services were however terminated without any notice on 30-11-1983 without complying with the provisions of Section 25-F of the I.D. Act 1947. He contends that his termination is as a result of biased attitude of the Branch manager and he shall be re-employed with all monetary benefits inclusive of arrears of minimum wages due to him w.e.f. 1-9-1978 onwards.

3. In its answer filed the management denied relationship of employer and employee between the parties. It is pleaded that merely contracting with Shri Ramesh Singh to fill two pitchers of water either himself or through some body does not tantamount to engaging services of Ramesh Singh as part time employee of the Bank. On merits it is admitted that Shri Ramesh Singh has been paid Rs. 10 wages till the water supply was made available at Santokhgarh Branch of the Bank. It is also admitted that labour charges were subsequently increased to Rs. 60. It is further pleaded that due to inadvertence some credit entries of minimum bonus of Rs. 100 were made in the account of Shri Ramesh Singh to which he is not legally entitled but bank reserves its right to recover the same under law.

Parties were allowed opportunity to lead evidence in support of their respective claims. Shri Ramesh Singh workman filed his affidavit Ex. W1 reiterating the allegations made in the statement of claim. During his cross-examination he admitted that he was never issued any letter of appointment by the Bank and that in his absence on account of illness he used to depute some body else to fill water in the pitcher kept at the Bank's Santokhgarh Branch. In rebuttal the management filed affidavit Ex. M1 of Shri R. K. Maskad Chief Manager Zonal Office, Chandigarh who admitted in his cross-examination that Ramesh Singh had performed job work of filling water during the period May 1970 to November 1983 in the two pitchers maintained by the Bank Branch Santokhgarh. He admitted that Ramesh Singh was paid bonus for some period but added that it was done by mistake.

Learned counsel for the management has argued that by no stretch of imagination the petitioner falls in the category of Bank employee in as much as he has no letter of appointment and there is no control of the bank manager over him. Mere payment of bonus inadvertently to him does not make him employee of the Bank. He contends that the nature of the job work of the petitioner was akin to that of a newspaper boy supplying newspaper to the Bank and rendering continuous service of supply of newspapers or water to the bank in no way makes the person rendering service the employee of the Bank. He further contends that the claim of the petitioner is highly stale in as much as the service rendered by him were disengaged in 1983 and the present reference at his instance was made on 13-4-1987. In support of his argument he has referred me to *Inder Singh & Sons. Ltd. Vs. their workmen* 1961 (2) L.L.J. 89 (SC) wherein it is held that it is true that laws of limitation which might bar any civil court from giving remedy in respect of lawful rights are not and should not be applied by the industrial tribunals but, on the other hand it is a well accepted principle of industrial adjudication that stale claims should not generally be encouraged or allowed, unless there is a satisfactory explanation for the delay to apart from the obvious risk to industrial peace from the entertainment of claims after a long lapse of time. It is necessary also to take into account the unsettling effect this is likely to have on the employers's financial arrangements. Whether a claim has become too stale or not will depend on the circumstances of each case. While there is no absolute proposition of law that in no case relief could be granted for a period prior to the demand, the industrial tribunal ought to pay particular attention to the date on which the demand was first made.

I find that the petitioner is not a bank employee. He has been only rendering service to the Bank and getting remuneration for the same. Admittedly in his absence the petitioner had been deputing others to supply water for filling two

pitchers maintained at the Bank branch Santokhgarh. In view of the nature of the job work the petitioner can not be accepted as bank employee. In this view of the matter disengagement of the services rendered by him does not suffer from any infirmity.

Reference is returned with the findings that the action of the management in disengagement with the services rendered by Shri Ramesh Singh is legal and justified and the petitioner is not entitled to any relief what so ever.

Chandigarh.

dated 25-7-89.

M. S. NAGRA, Presiding Officer  
[No. L-12012/182/86-D.II(A)]

नई दिल्ली, 19 सितम्बर, 1989

का.प्र. 2545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 19th September, 1989

S.O. 2545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial dispute between the employers in relation to the Syndicate Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT AT BANGALORE  
PRESENT:

Shri B. N. Lalge, B.A (Hons) LL.B, Presiding Officer.  
Central Reference No. 24/89

#### I PARTY:

Shri K. Hanumantha,  
C/o Shri D. Gangadhara,  
No. J, 70, Anjaneya Block,  
Seshadripuram,  
Bangalore-560020.

Vs.

#### II PARTY:

The Deputy General Manager,  
Syndicate Bank Zonal Office,  
I. R. Cell,  
Gandhinagar,  
Bangalore-560009.

#### APPEARANCES:

For the I party—Shri A. Gururajan, Advocate.

For the II party—Shri S. Anantha Rama Reddy, Advocate.

#### AWARD

By exercising its powers under section 10(1)(d) of the Industrial Disputes Act, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-12012/542/88-D.II(A) dated 10th March, 1989.

#### ORDER OF REFERENCE

“Whether the action of the management of Syndicate Bank in dismissing Shri K. Hanumantha, Attender is justified? If not, to what relief is the workman entitled?”

2. The first party workman has filed his claim statement, and has contended as follows:

He was working as an attender in the second party bank. He has put in 4 years of service. The second party had

issued to him a charge sheet dated 11th August, 1976, making false allegations of theft. The Officers of the second party got an explanation typed and took his signature on the same. He was assured that no action would be taken against him. Subsequently, a farce of an enquiry was made. It was in violation of the principles of natural justice. It is liable to be set aside. The findings of the Enquiry Officer are perverse. The Enquiry Officer has himself passed an order of dismissal. It is illegal. The punishment is disproportionate to the alleged act of misconduct. He prays for reinstatement and all the consequential benefits.

3. The second party bank has filed his counter statement, and inter alia, it is contended as follows:

He was working as an attender. His service was not satisfactory. A charge sheet was issued to him on 11th August, 1976. He has raised the dispute after 13 years. It was stolen some of them and that he had misappropriated the amounts entrusted to him by the customers. He gave his explanation as per Annexure C. Then an Enquiry was ordered. The Enquiry Officer conducted the Enquiry in accordance with the principles of natural justice. In the course of the enquiry, the first party workman confessed to his guilt. The Enquiry Officer gave his findings. Thereafter he was dismissed from service. Since the second party is a bank, dealing with the public money, it is not desirable to have an employee whose integrity is not above suspicion. The punishment imposed on him is quite just and reasonable. The reference may be rejected.

4. In view of the said pleadings, an additional issue as shown below was drawn up.

Whether the second party proves that it has held the domestic enquiry in accordance with law?

5. It was taken up as a preliminary issue.

6. The matter was called for the evidence of both the parties on the said issue on 29th May, 1989. It was adjourned to 5th June, 1989. On that day the II party and their advocate did not appear at all. The side of the II party was closed for default.

7. However, on 20th July, 1989 notice by registered post was sent to the II party to appear on 8th August, 1989. It was duly served on the II party.

8. On 8th August, 1989 neither the II party nor their Advocate appeared. The II party has been placed exparte.

9. The I party workman has filed his affidavit. The learned counsel for the I party was heard.

10. By a considered order dated 21st August, 1989 it has been held that the domestic enquiry conducted by the II party is not in accordance with law.

11. However, the matter was again called for evidence, if any, on other points and for arguments. The matter was called on 28th August, 1989. The II party and their counsel were again absent.

12. The learned counsel for the I party submitted that he had no more evidence. He was heard.

13. My finding on the point of reference is as follows:

The action of the management of Syndicate Bank in dismissing Shri K. Hanumantha attender is not justified and that he is entitled to the relief shown below.

#### REASONS

14. It has been established by the first party workman that the domestic enquiry conducted against him is not in accordance with law. No attempt has been made by the second party to establish the guilt of the first party workman. The documents produced by the second party along with the counter statement do not justify the action of the management, since they have not been proved. The management has failed to adduce evidence and to show that it had held the domestic enquiry in accordance with law, or that the first party workman is guilty of any misconduct or that the Bank has passed a valid order dismissing the first party workman. The contention that the first party workman has approached this Tribunal after 13 years has not been substantiated by the second party, in which case the burden would have shifted on the first party to explain the delay. There are no grounds as to why an award should not be passed for reinstatement and

for payment of full back wages and for all the consequential benefits.

15. In the result, an award is passed to the effect that the action of the management in dismissing the first party Shri K. Hanumantha is not legal and that the management shall reinstate him, pay him full back wages and gave him all the consequential benefits.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me).

B. N. LALGE, Presiding Officer  
[No. IL-12012/542/88-D.II(A)]

का.आ.2546:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार द्वारा बैंक के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केंद्रीय सरकार द्वारा निदेशों, कानपुर के पंचवट की प्रकाशित करता है, जो केंद्रीय सरकार की प्राप्ति हुआ था।

S.O. 2546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Dena Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 26 of 1986

Is the matter of dispute between :

The Assistant Regional Manager, Dena Bank Regional Office, 51/52 Sedare House, 4th Floor, Nehru Place, New Delhi.

AND

The General Secretary, U.P. Bank Employees Union, 165 Sohbatyabagh, Allahabad.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-12012/85/85-D.II(A), dated 24-1-1986, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Dena Bank in terminating the services of Shri Harish Chandra Singh, Peon with effect from 26-4-83 and denying him permanent absorption in Bank's service, is fair, just and legal? If not, to what relief the workman concerned is entitled?"

2. The Industrial Dispute on behalf of Shri Harish Chandra Singh, workman has been raised by the General Secretary, U.P. Bank Employees Union, Allahabad, (hereinafter referred to as Union).

3. The case of the Union in short is that Dena Bank (hereinafter referred to as Bank) opened its two Branches in Allahabad District, one at Sheogarh and the other at Babuganj on 28-11-78, and from the date of opening of these branches the bank employed the workman at its Sheogarh Branch and Shri Durbali at its Babuganj Branch as peons on daily wages. On behalf of the workman, the Union raised an industrial dispute before ALC (C) Kanpur, which was concluded on 23-12-80 with the observation of the ALC(C) that as per statement of the parties to the dispute, the dispute would be settled by the parties at their own level through mutual negotiations. The dispute about two other workmen, namely S/Shri Gangadhar Dubey and Shri Durbali was mutually resolved. While regularising the services of Shri Durbali and Shri Gangadhar Dubey, the Bank adopted delaying tactics in the case of workman des-

pite the fact that the bank continued to take work of regular nature of sub-staff from him. In this way, the workman was discriminated in the matter of permanent absorption in Bank's service. In the meanwhile another Union took up the case of the workman, but the Central Government refused to make any reference on the dispute so raised by that Union. Thereupon, the present Union again took up the case of workman and raised the dispute again. The bank instead of meeting the just demand raised by the Union on behalf of the workman, illegally terminated his services w.e.f. 26-4-83. This dispute was raised by Union before ALC(C), Allahabad, before whom the management representative suggested that the management would like to resolve the dispute through mutual negotiations. It was agreed that it would be so resolved by 31-3-84. Since, the bank again went back on its assurances the Union raised the dispute again before ALC(C), Allahabad, which ultimately resulted in the present reference order. The Bank's plea that the name of the workman was not sponsored by the Employment Exchange is invasive and unjustified. There is no binding provision which compulsorily require that the name of the candidate must be sponsored by the Employment Exchange. Further the management declined to accept the recommendations made by the Manager of the Sheogarh Branch for regularisation of the services of the workman by means of his letter dated 29-1-82 written to Regional Manager of the Bank at New Delhi. The workman having worked for more than 240 days during the period of 12 months preceding the date of his termination, he was entitled to one month's notice/notice pay and retrenchment compensation. The bank also retained persons junior to the workman in service. Not only that the bank also opened a number of branches thereafter. Therefore, there has been violation of the provisions of section 25F, 25G and 25H of the I. D. Act. The bank also violated the provisions of paras 493, 495, 567, 516, 522, 524 of Shastri Award read with paras 20.7 and 20.8 of the Bipartite Settlement. Besides the Bank violated the provisions of articles 14, 15 and 21 of the Constitution of India. Hence, the Union prayed that by holding the order of termination as illegal, the workman be reinstated in service as a permanent employee and with full back wages.

4. The management in reply, plead that no legal and valid dispute exists between the parties as when the Union raised the dispute on behalf of the workman earlier, the Central Government refused to make any reference. According to the management at no point of time the workman was an employee of the Bank. He was simply employed for specific work on specific days and his engagement was purely temporary and it came to end on the completion of that work. Hence, the provisions of any award or settlement do not apply to the case of the workman. The management never took the work of regular nature of the sub staff from him nor the management made any discrimination in respect of him. In fact at its rural branch at Sheogarh in the interior of Allahabad District, there was no permanent arrangement for water supply for drinking purposes. Therefore, the workman was engaged of and on to bring water and sometimes he was engaged to do cleaning work as Sweeper on daily contractual basis. Therefore, the question of termination of his services w.e.f. 26-4-83, does not arise at all. However, as gesture of good will the management offered to accommodate the workman as part time worker but the workman malafide refused to accept the offer. The management has laid down specific norms for the recruitment of sub staff and according to these norms no person could be employed in subordinate cadre unless his name has been sponsored by the employment exchange and he has been selected as per recruitment norms and his name is approved by the Central Office. Further the branch managers are not at all authorised to engage even temporary employees. The management deny that they have violated any provisions of the I.D. Act, any paras of Shastri Award read with certain paras of Bipartite Settlement or any Article of the Constitution of India as alleged by the Union. Therefore, the workman is entitled to no relief.

5. In this rejoinder, the Union has described the facts pleaded by the management contrary to those alleged in the claim statement as incorrect. The rest of the rejoinder

is merely a reiteration of the facts alleged by the Union in the claim statement.

6. In support of their case the management have filed the affidavit of Shri M. C. Pathak, who is presently posted as Manager, Shivaji Marg Branch, Lucknow, and a few documents. On the other hand, the workman has filed his own affidavit and a few documents in support of his case.

7. In his cross examination Shri Harish Chandra Singh, workman has deposed that he does not remember the name of the peon who came to be posted in the Sheogarh branch on its opening. According to him after about 10 days the said peon left the branch and in his place he was kept as peon. During the period of 10 days the said peon used to tell him how to do the work as a peon.

8. I have gone through the evidence adduced by the parties carefully and have examined the circumstances of the case and find that the Union has no case at all.

9. In his cross examination Shri Harishchandra Singh has deposed that in the branch at Sheogarh there were one manager, one clerk and one peon. He has also deposed that in the Sheogarh Branch Shri Fateh Bahadur was posted after about 3 months of its opening. According to him no member of sub staff other than Shri Fateh Bahadur was getting full salary of a sub staff. He has also deposed that he had been paid at the rate of Rs. 5 per day, from the beginning till the termination of his services. He admits that he never complained why he was not being paid the wages of a sub staff when every kind of work was being taken from him. The explanation given by him is that he made no complaint as he hoped that he would be made permanent.

10. In his cross examination, the management witness has deposed that in rural branches where only one sub staff is provided, the sub staff is given the highest allowance and because of it he does every kind of work. In para 3 of his affidavit the management witness has deposed that the first sub staff at Sheogarh Branch was Shri Fateh Bahadur. In his cross examination he has stated that Shri Fateh Bahadur Singh is still posted at the said branch.

11. Thus from the above evidence it becomes crystal clear that Sheogarh branch was a small rural branch of bank with one manager, one clerk and one peon. It further appears that Shri Fateh Bahadur was the sub staff posted and is still posted at this branch and it was he who alone was getting salary of a sub staff. Shri Harish Chandra had been simply paid at the rate of Rs. 3 per day from the beginning till the date of termination of his services for the days for which he had worked and he never raised any objection to the effect that he should be paid wages of sub staff. All these facts and circumstances belie the case of Shri Harish Chandra Singh that he had been kept as peon by the bank in its branch at Sheogarh.

12. From the evidence of the workman it appears that the accommodation of the branch at Sheogarh consists of 2 rooms each of 10'x10' and 2 verandahs each 20'x75' or 8'. Shri Harish Chandra Singh has admitted in his cross examination that there is no tap nor even a hand pump in the bank's premises at Sheogarh. Water for the use in the bank has to be brought from the village from a distance of about 2 furlongs and it was he who used to bring water from there.

13. In para 10 of his affidavit, the management witness has deposed that as in the Sheogarh branch of the bank there was no permanent arrangement for water for drinking purposes Shri Harish Chandra Singh was engaged of and on to bring water and some times engaged to clean the said branch as sweeper purely on contractual basis. In his cross examination the management witness has specifically stated that peon of the bank does not bring water for the bank from outside.

14. Ext. W-1, is the copy of letter dt. 2-2-81 of the workman addressed to the Regional Manager of the Bank at New Delhi. In the said letter it was stated by him that having

come to know that the bank was going to open new branches in U.P. and engage class IV employees, he was making that application. In the application he gave his education qualification, date of birth etc. Had he been employed as peon in Sheogarh Branch, by the management he would not have made such an application. It is the own case of the Union that no letter of appointment was ever issued to the workman Shri Harish Chandra Singh, by the management. The workman has deposed in his cross examination that whereas the regular staff was marking their attendance in the attendance register, he never marked his attendance in the said register. These circumstances also belie the case of the Union that he had been employed as sub staff by the bank at its Sheogarh Branch.

15. The defence is that the branch managers are not authorised to engage even temporary employees. Although no documentary evidence has been filed by the management, the position in this regard was not seriously challenged before me by the authorised representative of the workman Shri Harish Chandra Singh. The same inference can be drawn from some document and also from the own statement of the workman Shri Harish Chandra Singh, in his cross examination that all along he had been paid Rs. 5, a day. The documents are Ext. W-9 and Ext. W-10, copies dated 8-12-81 and 26-2-82 respectively from the management witness to the Regional Manager, Dena Bank New Delhi. I may state here that the management witness Shri M. C. Pathak had been the branch manager in the Sheogarh branch from 28-12-78 to 21-12-82. By means of these two documents, the management witness recommended that Shri Harish Chandra Singh be taken in the regular service of the bank. Had he been himself competent to do so, he would not have so written.

16. At the time of arguments Shri Sekhari, authorised representative for the workman has placed a lot of reliance on the above two documents. But I am sorry to remark that Union/Workman does not get any benefit out of these letters. The management witness in his cross examination admitted to have written these two letters to the Regional Manager Dena Bank New Delhi. In his re-examination he has deposed that he had written these letters on the request of a relation of Shri Harish Chandra Singh, who at that time was posted as Sr. Manager in the Allahabad Branch. In his cross examination by Shri Sekhari, he has deposed that the facts stated by him in these two letters are not correct to a great extent. In the letter, copy ex. W-9, it was stated by the management witness that Shri Harish Chandra Singh was engaged in 1979 and had worked continuously till April 1979; that sub staff provided at the branch remained on leave for 190 days from April 1979 to December 1981; and that the workman had worked in all 290 days from January, 1979 to December 1981. These facts even if they are taken go to show that during the period of 3 years Shri Harish Chandra Singh had worked intermittently for 290 days. These facts do not prove that he had worked 240 days or more during the period of 12 months preceding 8-12-81. Letter dt. 26-2-82 shows that in it the management witness wrote that Shri Harish Chandra Singh had worked for more than 290 days from Jan. 1979 onwards i.e. till 26-2-82. This also does not prove that the workman had worked for 240 days or more during the period of 12 months preceding 26-2-82.

17. In fact there is no evidence worth reliance from the side of the Union that till 25-4-83, during the preceding 12 months Shri Harish Chandra Singh has worked for 240 days or more. Hence the question of compliance of section 25-F does not arise. Further since Shri Fateh Bahadur Singh has all along been working as sub staff, the question of any junior having been retained in service as alleged by the Union does not arise. There is no breach of section 25G I.D. Act.

18. The provisions of section 25H of the Act also do not apply because there is no evidence of Shri Harish Chandra Singh having rendered atleast one year continuous service prior to his alleged termination of service. The question of violation of Article 14, 16 and 21 also does not arise but I would certainly like to remark that the conduct of the branch manager was not open and above board. He should not have tried to mislead his superiors. It is for the management to

look into it and take such disciplinary action against him as they deem fit.

19. Reference is answered accordingly.

ARJAN DEV, Presiding Officer  
[No. L-12012/85/85-D.II(A)]

25-8-89

का.आ. 2547 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबन्धन के संबंध में निम्नलिखित आदेशों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial dispute between the Employers in relation to the Indian Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 58/88

#### PARTIES :

Employers in relation to the management of Indian Bank.

#### AND

Their workman : Harish Kapoor.

#### APPEARANCES :

For the Workman : None.

For the management : S. Ashok,

INDUSTRY : Banking

STATE : Punjab.

#### AWARD

Dated : 22-8-1989.

On a dispute raised by Harish Kapoor against the management of Indian Bank, Central Government had vide No. L-12012/290/84-D. II (A), dated the 20th July, 1988 referred the following dispute to this Tribunal for decision :

"Whether the action of the management of Indian Bank in transferring Shri Harish Kapoor from Ludhiana to Hosiarpur and Hosiarpur to Phagwara and then Phagwara to Dugri, and depriving him of special allowance of Rs. 134/- p.m. was justified? If not, to what relief is the concerned workman entitled?"

2. Case of the workman as set out by the statement of claim is that management of Indian Bank Ludhiana Branch had victimised him by withdrawing special allowance of Rs. 134/- per month for working on Ascota Accounting Machine on the plea of Job rotation and allowed this special allowance to another employee Darshan Kumar Dhand Junior to the petitioner. The petitioner protested in writing against the said act of the management and in order to get rid of the petitioner and depriving him of special allowance. The petitioner was transferred to Hosiarpur on 6-2-1980. He was again transferred from Hosiarpur to Phagwara during January, 1983 and from Phagwara to Village Dugri Branch district Ludhiana in the month of October, 1983. He contends that all this was done to deprive him about special allowance which the workman was getting at Clock Tower Branch of the Bank at Ludhiana for working on Ascota Accounting Machine. He contends that transfer of an employee on the post carrying lower emoluments violates the principal of natural justice and mala fide action of the management falls under the unfair labour practice. He seeks that management be directed to transfer him back to Clock Tower Branch of the Bank at Ludhiana and pay full back arrears of allowance @ Rs. 134/- p.m. and from 1-7-1983 @ Rs. 216/- p.m. as per provisions of the bipartite settlement read with Desai

Award/Shastri Award. He also seeks 12 per cent interest on the arrears.

The management in its reply has denied the allegation of victimization of the petitioner. It is pleaded that the petitioner was entitled to special allowance of Rs. 134 p.m. not by virtue of his seniority alone but on the basis of job rotation as in vogue in the bank branches where machines has been installed. It is pleaded that as per policy of the respondent bank and as per terms and conditions of the settlement arrived at between the representative of the bank and federation of the Indian Bank Employees Union in the standing committee at the Head Office, the operation of the Ascota Accounting Machine is assigned on the basis of job rotation offer a period of 3 months in order of seniority, to the employees. The petitioner was given the said allowance for the period he operated the said machine. It is contended that the allowance paid for the operation of the machine is not a permanent one and hence can not be claimed as a matter of right. It is pleaded further that transfer from one branch to other branch are made as per the Administrative Excecencies. It is mentioned that last transfer to Dugri Branch was made at petitioner's own request.

The petitioner was called upon to lead evidence in the form of affidavit. The workman appeared before this tribunal on 21-6-1989 and made statement that he does not want to file any affidavit and would like to appear as his own witness. Case was adjourned from 21-6-1989 to 10-8-1989 for statement of the petitioner. He absented from the proceedings on 10-8-1989 and the case was adjourned for today. He has again absented today the Tribunal has proceeds to decide the reference on merits.

Perusal of the pleadings shows that petitioner had joined Ludhiana Branch of the Bank on 22-1-1976 and after the period of about 5 years stay he was transferred to Hosiarpur on 6-12-1980. He worked at Hosiarpur for a period of about 2 years and from Hosiarpur he was transferred to Phagwara. From Phagwara he was transferred to Dugri on his own request. He raised the dispute before the Asstt. Labour Commissioner, Chandigarh through his representation dated 1-6-1984 after a period of more than 3-1/2 years of his transfer from Ludhiana and this he did after transfer from Phagwara to Dugri at his own request. The documents filed by him in the form of annexures with the statement of claim shows that he had made representation during the year 1980 claiming his right to operate the accounting machine as Ludhiana Branch. He kept silence for 3-1/2 years and has raised a stale dispute. There is no material placed on the file which could be translated into evidence to show if act of the management in transferring him after five years stay at Ludhiana to Hosiarpur was mala fide he has failed to show if he has got any right to operate the accounting machine so as to entitled him to special allowances.

The reference is returned with the findings that action of the management in transferring Shri Harish Kapoor from Ludhiana to Hosiarpur and Hosiarpur to Phagwara and from Phagwara to Dugri and depriving him of special allowance of Rs. 134/- per month was justified and petitioner is not entitled to any relief whatsoever.

Chandigarh : 22-8-1989.

M. S. NAGRA, Presiding Officer.  
[No. L-12012/290/84-D. II (A)]

का.आ. 2548 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबन्धन के संबंध में निम्नलिखित आदेशों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2548.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial dispute between the Employers in relation to the Bank of

Baroda and their workmen, which was received by the Central Government.

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

## PRESENT :

Shri S. K. Misra, LL., B.  
Presiding Officer, Industrial  
Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 21 OF 1988 (C)  
Dated, Bhubaneswar, the 31st July, 1989

## BETWEEN :

The Management of Bank of Baroda,  
Bapuji Nagar, Bhubaneswar.

...First Party—Management.

## AND

Their Workman—Shri Srinivas Nayak, represented  
through the Secretary, Bank of Baroda Employee's

...Second Party—workman.

## APPEARANCES :

Shri K. N. Das, Joint Manager, Bank of Baroda.

... For the First Party—Management.

Shri K. C. Sethi, Secretary of the Orissa State Bank of  
Baroda Employee's Union.

...For the Second Party—Workman.

## AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them under section 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947) and by their order No. L-12012/739/87-D. II (A), dated 18th July, 1989 have referred the following dispute for adjudication :

"Whether the action of the management of Bank of Baroda in transferring Shri Srinivas Nayak, Clerk-cum-Cash Collector from Bhubaneswar Branch to Cuttack Branch is justified ? If not, to what relief the workman concerned is entitled ?"

2. In this proceeding the second party—workman and the first—party management filed their respective statement of claim and written statement, whereafter issues were settled and the proceeding was fixed for hearing. On the date of hearing i. e. on 19-7-1989, the Joint Manager of Bank of Baroda, Bhubaneswar Branch filed a petition on behalf of the first party—management stating that in the meantime the second party—workman Mr. Srinivas Nayak has been promoted to Officer's cadre which he has accepted on the terms and conditions of the bank and has been transferred to Central Gujarat Zone as an Officer in the Junior Management Grade/Scale—1. In view of this, it was stated, the dispute that has been referred for adjudication has become infructuous.

3. Mr. Bethy, Unit Secretary of the Orissa State Bank of Baroda Employee's Union, Bhubaneswar, who appeared for the second party—workman admitted that Shri Nayak has already gone on promotion to Gujarat and therefore, he would not be entitled to any relief, so far as this proceeding is concerned, even if it would be held that his transfer from Bhubaneswar to Cuttack while he was in clerical grade was unjustified. Both parties agreed that in the circumstances, it is to be held in this proceeding that at present on the aforesaid matter no dispute exists between the parties.

In the circumstances, a no dispute Award is passed in the present proceeding.

S. K. MISRA, Presiding Officer,  
[No. L-12012/739/87-D. II (A)]  
Sd /-

मे निविष्ट औद्योगिक विवाद मे औद्योगिक अधिकरण, हैदराबाद के पंचपद को प्रकाशित करते हैं, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government.

## ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

## PRESENT :

Sri C. Rami Reddy, B. Sc., B. L.,  
Industrial Tribunal.

Dated 25th August, 1989

INDUSTRIAL DISPUTE NO. 37 OF 1986

## BETWEEN

The Workmen of Punjab National Bank Hyderabad.

## AND

The Management of Punjab National Bank, Hyderabad.

## APPEARANCES :—

Sri B. G. Ravindra Reddy, Advocate for the Workman.  
Sarvasri B. K. Seshu and M. Narahari, Advocates for  
the Management.

## AWARD

The government of India, Ministry of Labour by its Order No. L-12012/118/85-D.IV(A) dated 19-8-1986 referred the following dispute under Sections 10(1) (d) and (2A) of the Industrial Disputes Act, 1947 between the employer in relation to the management of Punjab National Bank, Hyderabad and their workmen to this Tribunal for adjudication :

"Whether the action of the Management of Punjab National Bank, in denying the promotion as Special Assistant to Sri P. Damodar Rao, Cashier, with effect from 1st January, 1981 is justified ? If not, to what relief the workman concerned is entitled ?"

This reference is registered as Industrial Dispute No. 37 of 1986 and notices were issued to both the parties.

2. The Petitioner Union espoused the case of one of its members namely P. Damodar Rao leading to the present reference. The case of the Petitioner Union as stated in the claim statement is as follows : Sri P. Damodar Rao joined the service as Cashier Incharge on 6th June 1950 in the Respondent Bank. He discharged the duties of clerical in nature besides those of Cashier incharge from 1978 onwards. In terms of the Settlement No. 2/73 concerning the promotion of clerks to the post of Special Assistant etc., Cashiers who have worked in the clerical cadre for 7 years shall be eligible for promotion for Special Assistant cadre if they had discharging clerical duties for not less than the period of 2 years even on part time basis. As such the workman P. Damodar Rao acquired eligibility for promotion to the post of Special Assistant even earlier to 1980. P. Damodar Rao was formerly a member of the Punjab National Bank Employee's Union. Due to certain disputes between the General Secretary of the said Union Sri P. S. N. Sastry and P. Damodar Rao, workman the said Union led by Sri P. S. N. Sastry did not take up the cause of P. Damodar Rao with the Management. The workman who is not conversant with the rules etc. governing the promotion, could not himself submit representation questioning the denial of promotion to himself. After he joined as Member in the Petitioner Union, the Petitioner-Union took up the case of the workman and submitted the representation of the workman to the Assistant Labour Commissioner (C) Hyderabad to bring about reconciliation between the parties. The Assis-

का.आ. 2549:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धकों के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध

tant Labour Commissioner (C) Hyderabad failed and submitted the failure conciliation report to the Central Government which in turn referred the dispute to this Tribunal for adjudication.

3. By March 1983 the workman discharged clerical duties for a minimum period of two years even to the knowledge of the Management. Even according to the Management the workman attained eligibility for promotion to the post of a special assistant in January 1985 and inspite of existence of clear vacancy the Management did not choose to promote him in utter disregard of the terms of the Settlement No. 2/73. Consequently the workman had retired from service in the lower cadre on 31-7-1985. It may be stated that P. Damodar Rao were denied the promotion on the ground that he is a non-matric. The said act of the Management is discriminatory and the Management has promoted one K. Shankar to the cadre of Special Assistant although he is a non-matric like P. Damodar Rao. The priority list wherein C. Damodar Rao and two others were declared ineligible for promotion, are vague and they contain no material particulars to declare them ineligible for promotion. Therefore the failure to raise any objection to such lists, is not of any consequence. Hence it is prayed that an award may be passed holding that the Management is not justified in not giving promotion to P. Damodar Rao as Special Assistant with effect from January 1980 and directing the Management to promote him on paper in view of retirement, to the post of Special Assistant with retrospective effect from 1-1-80 and to pay him resultant arrears of emoluments and to give him all other attendant benefits.

4. The Respondent Management filed a written statement contending as follows :—The dispute has not been espoused properly as no resolution of the Members or authorisation by each individual workman or by the substantial number of them to raise the present dispute has been produced by the opposite party. The present reference is bad in law and the issue referred for adjudication relates to posting of the workman concerned as a Special Assistant which is governed by Settlement dt. 16-6-1973 read with Settlement dt. 7-3-1978 as amended between the Bank and All India Punjab National Bank Employees Federation. The Settlements also provide for the remedy in case of any doubt or difficulty arising in regard to the interpretation in terms of the Settlement. It provides in case any such doubt arises, the matter shall be taken up at the level of Head Officer Personnel Division, PNB and All India Punjab National Bank Employees Federation. The present Union has no locus-standi to raise dispute in view of the settlement as referred to above. The rules regarding promotion came up for discussion before the Sastry's Tribunal. In compliance with the provision of Sastry Award the Bank discussed the matter with All India Punjab National Bank Employees Federation for laying down the promotion policy in respect of clerical staff and for filling up of posts carrying special allowance in the Bank. Accordingly the Settlement was arrived at between the Bank and the Federation in the matter of posting of Clerk as Special Assistant known as Settlement No. 2/73 dt. 16-6-1973 read with Settlement dt. 7-3-1978 along with the modifications from time to time. The salient features of the Settlement dated 16-6-1973 and 7-3-1978 are as under:

“An employees coming highest in the Priority list and not assessed as ‘below average’ shall be promoted subject to the following conditions :—

- (a) He has continuously served in the clerical cadre for a minimum period of seven years and on clerical duties for a period of atleast two years, the seven period may, however, be reduced suitably in areas where persons of this minimum service are not available.
- (b) The condition of two years clerical experience shall not apply in case of employees having worked for seven years in the clerical cadre and carrying composite designation of Clerk-cum.....However, pending promotion they shall perform composite duties as and when required.
- (c) Cashiers, Godown-Keeper, typists and stenos who have worked for seven years in the clerical cadre

shall be eligible for promotion if they have worked on clerical duties for atleast two years even though on part-time basis.

- (d) Priority list shall be maintained area-wise on the basis of the marks obtained for educational qualifications and length of service as on 1st January each year and list of employees coming highest in the priority list numbering three times the number of anticipated vacancies in each area shall be circulated to the branches in the respective area.

The Regional Manager, Hyderabad in compliance of the provisions of the settlement has been publishing priority lists since 1980 onwards. The said priority lists were circulated among all the branches of the Region and copy thereof displayed on the Notice Board of all the branches in the Region to enable the employees to know their rank/position with regard to their eligibility for posting as Special Assistant. While circulating the priority list to the branches it also contains a provision that objections/classification if any, from the employees be sent to the Regional Office in regard to their position in the priority list or eligibility. The foot note in the priority list also specified that inclusion of name in the priority list does not entitle the employee for his posting as special Assistant permanently or ever for the purpose of standing officiating chances.”

Sri P. Damodar Rao was appointed in the service of the Bank as Head Cashier on 6-6-1950 and his educational qualification was S.S.L.C. The workman concerned continued to work as Head Cashier. On 28-11-1981 there was cash shortage of Rs. 10,000.00 at Branch Office, Hyderabad for which P. Damodar Rao was entirely responsible and he made good the shortage in instalments. Subsequently it was decided to withdraw the special allowance to the workman concerned as Head Cashier by giving him a requisite notice and the same was withdrawn w.e.f. 5-5-1982. He acquired the requisite clerical experience on part time basis on 4-5-1984. Thus he was not eligible to be considered for posting as Special Assistant during the years 1982 to 1984 even though his name was published in the priority lists. It was clearly mentioned in priority lists of the years 1982 to 1984 that he was not eligible for posting as Special Assistant. He became eligible for post of Special Assistant on the basis of the priority list published on 1-1-1985. It is pertinent to add here that no change in the priority list is made in the middle of the year and any changes incorporated in the priority list are made only on the expiry of the period of one year. At no point of time the workman concerned ever claimed officiating chances against the post of Special Assistant as he was well aware that he was not eligible for posting or for officiating as special assistant as he did not possess the requisite clerical experience of two years. The case of the workman concerned could not be considered for the post as Special Assistant on the basis of the priority list as on 1-1-1985, for the reason that the matter came up for discussions at the Industrial level in regard to the filling up of the post of Special Assistant. The IVth Bipartite Settlement provides as under :

“The procedure for filling up the posts of special assistants came up for discussion at the industry level between the management of the banks represented by Indian Banks' Association and the workmen represented by All India Bank Employees Association and the workmen represented by All India Bank Employees Association and National Confederation of Bank Employees. It was decided that in the matter of filling up the posts of Special Assistants in clerical cadre suitability be determined by member banks having the posts of Special Assistants by interview of senior employees with weightage for qualifications.”

Prior to IV Bipartite Settlement, the Bank was filling up the posts of Special Assistants in accordance with the provisions of settlement No. 2/73, dt. 16-6-73 read with settlement dt. 7-3-78 i.e. keeping in view the seniority of the employee depending upon their marks in the priority list.

The matter in regard to filling up the posts of Special Assistants on the priority list as on 1-1-85 incorporating the provi-



sions of IV Bipartite settlement i.e., interview process, was taken up for necessary amendments in the existing settlement with All India FNB Employees Federation and discussions were held on 15th, 16th and 18th November, 1985 in the matter of duties of Special Assistant.

The case of the workman concerned for posting as Special Assistant in the year 1985 could not be considered in view of the above developments and subsequently he retired from the service of the Bank on 31-7-85." The case of Sri K. Shanker who was promoted as Special Assistant, cannot be equated with the case of the workman concerned. In the case of Shanker the Branch Manager had specifically confirmed in writing to the Regional Manager that Shanker possesses the requisite clerical experience as laid down in the Bipartite Settlements and as such he was eligible to be considered for the post of Special Assistant. Thus the claim of the Petitioner is not sustainable and an Award may be passed dismissing the claim of the petitioner.

5. The Petitioner filed a rejoinder and contended that it is the grievance of the workman that the Management has not honoured the Settlement No. 2/73 dt. 16-6-1973. The Management has not raised the present objection disputing the competence of the petitioner to espouse the cause of the workman at the earliest point of time in the conciliation proceedings. The Petitioner Union is clothed with the authority to espouse the cause of the workman under the resolution of the executive of the Petitioner Union. Further the various contentions raised by the Respondent-Management in the written statement are denied.

6. Both the parties did not adduce any arguments in regard to the competency of the petitioner to espouse the cause of the workman P. Damodar Rao.

7. The point for consideration is whether the concerned workman P. Damodar Rao is eligible for promotion to the post of Special Assistant and if so whether it is with effect from 1-1-1981 as claimed in the reference or with effect from any other date?

8. On the side of the Petitioner one C. P. Chandra Mohan Reddy who is the General Secretary of the Petitioner Union is examined as W-1. No documents are marked on the side of the workman. On the side of the Management P. Padma Priva who is working as Law Officer gave evidence as M.W.1 and marked Exs. M1 to M-19.

9. M.W.1 spoke to the facts mentioned in the claim statement. Similarly M.W.1 spoke to the various contentions raised in the written statement filed by the Management. The following facts are admitted. Sri Damodar Rao was appointed in the service of the Bank as Cashier at Branch office, Hyderabad on 6-6-1950. The settlement was arrived at between the Bank and Federation in the matter of posting of employees as Special Assistants known as Settlement No. 2/73 dt. 16-3-1973 and 7-3-1978. The salient features of the Settlement dt. 16-3-1973 and 7-3-1978 are already produced while mentioning the various contentions raised by the Management in the written statement and it is redundant to produce the said terms of the Settlement. Thus the contention of the petitioner is that as per the Settlement No. 2/73, Cashiers who have worked in clerical cadre for a minimum period of 7 years shall be eligible for promotion as Special Assistant, if they have discharged clerical duties for atleast two years even on part time basis as that the concerned Damodar Rao discharged the duties of clerical nature besides those of cashier incharge from 1978, that he attained eligibility for promotion as special assistant in the year 1980 and that the Management ought to have promoted him as Special Assistant in the year 1980 as per the terms of Settlement No. 2/73. The case of the Management is that Damodar Rao did not discharge the duties of clerical nature till 5-5-1982, that he acquired requisite experience on part time basis on 4-5-1984 and that he became eligible for posting as Special Assistant on 4-5-1984. M.W.1 who is Management witness stated that the normal duties of cashier do not include any clerical duties, and that Damodar Rao did not discharge duties of clerical nature prior to 5-5-1982

and that the normal duties of cashier do not include the duties of clerical nature, that as per the terms of the settlements dt. 16-3-1973 and 7-3-1978, the Management has been preparing the priority list of clerical staff including Cashiers, Stenos, typists for promotion as Special Assistant from the year 1981 onwards, and the said priority list was circulated among all the Branches of the Region and a copy was displayed on the notice board of all the Branches in the Region to enable the employees to know their rank and the eligibility for posting as Special Assistant, that the foot note of the priority list also specify that including the name does not entitle to an employee for the post of special assistant permanently or even for grant of officiating chances. Ex. M3 is the priority list prepared on 1-1-1980. The workman Damodar Rao is shown at S. No. 2 of Ex. M3 and it is clearly stated that he is not eligible for promotion as Special Assistant. Exs. M4, M5, M6 and M7 are priority lists published on 1-1-1981, 1-1-1982, 1-1-1983 and 1-1-1984. Damodar Rao is there at S. No. 2 of Ex. M4 to M7 and he is showed therein that he is not eligible for promotion. It is not the case of the workman that he was not aware of Exs. M1 to M7. Had Damodar Rao claimed eligibility for promotion as Special Assistant in the year 1980 itself as claimed by him, it is natural to expect Damodar Rao to have made a representation to the Management to the effect that he is shown wrongly as ineligible for promotion as Special Assistant in Exs. M3 to M7 inspite of the fact that he attained eligibility for promotion as Special Assistant in 1980 itself. It is significant to note that Damodar Rao did not protest at any time against Exs. M3 to M7. In the circumstances it is difficult to believe the oral version of the workman to the effect that he completed clerical experience of two years by 1980 itself. As per the Management's evidence, Damodar Rao acquired the requisite clerical experience on 4-5-1984 to become eligible for promotion as Special Assistant. It is the case of the Management that the priority list is prepared on the 1st of January of each year as per the terms of Settlement and that as on 1-1-1984, Damodar Rao had not attained the eligibility for promotion as Special Assistant, and so Damodar Rao was shown as not eligible in the priority list Ex. M7 prepared on 1-1-1984, that no change in priority list is made in the middle of the year, that any changes to be incorporated in the priority list are made only on the expiry of period of one year, that because Damodar Rao attains the eligibility on 4-5-1984 he is shown as eligible for promotion as Special Assistant in the priority list Ex. M8 published on 1-1-1985. It is also submitted on behalf of the Management for the post of Special Assistants as per the priority list of 1-1-1985, could not be taken up for the reason of IV Bipartite Settlement and consequential developments and that the workman in question retired from service w.e.f. 31-7-1985. Whatever it may be, there is no term in the Settlement dt. 16-6-1973 and 7-3-1978 to the effect that the employee who is shown "not eligible" for promotion as Special Assistant in the priority list prepared on the First January of the year is not eligible for promotion in that year though he attains eligibility for promotion as Special Assistant during that year and that he has to wait for the promotion in the succeeding year as per the priority list prepared on First January of the succeeding year. In my view the workman Damodar Rao should have been considered for promotion in the vacancies falling subsequent to 4-5-1985 when he has attained eligibility for promotion as Special Assistant. There is no material on record to show whether any vacancy had arisen subsequent to 4-5-1984 and whether any employee being shown as junior to Sri P. Damodar Rao in the priority list of the year 1984 has been promoted as Special Assistant subsequent to 4-5-1984. In my view the said vacancy must necessarily go to Damodar Rao since he had retired from service, he shall be given the benefits which he would have got, by promotion as Special Assistant. Thus I find that the Management shall give notional promotion to Damodar Rao as Special Assistant from the date on which any employee being junior to Sri Damodar Rao has been promoted as Special Assistant from the priority list of 1984 subsequent to 4-5-1984 and that he shall be paid all the attendant benefits till the date of his retirement. Further it is made clear that the Petitioner is not entitled to any benefits if on promotion has been made to any employee as Special Assistant subsequent to 4-5-1984.

Award is passed accordingly.



Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 25th day of August, 1989.

C. RAMI REDDY, Presiding Officer  
[No. L-12012/18/85-D.II(A)]  
N. K. VERMA, Desk Officer

#### Appendix of Evidence

Witnesses Examined for the Workmen: W.W.1 T. Chandra Mohan Reddy. M.W.1 P. Padmapriya.

Documents marked for the Workmen

NIL

Documents marked for the Management

- Ex. M1—Photostat copy of the Memorandum of Settlement under Sections 18(I) and 2(P) of I.D. Act, 1947 as amended arrived at between the Management of Punjab National Bank and All India Punjab National Bank Employees' Federation in respect of promotion from clerical cadre to Special Assistants and promotion policy concerning other categories of workmen.
- Ex. M2—Photostat copy of the personnel division Circular No. 376 dt. 16-3-1978 with regard to Memorandum of Settlement arrived at between the Management of Punjab National Bank and all India Punjab National Bank Employees' Federation.
- Ex. M3—Priority list of Clerical Staff including Cashiers, Stenos, Godown keepers and Typists working in Southern Zone as on 1-1-80.
- Ex. M4—Photostat copy of the priority list of clerical staff including Cashiers, Stenos, Godown Keepers and Typist working in A.P. region as on 1-1-81.
- Ex. M5—Photostat copy of the priority list of clerical staff including cashiers, Stenos, Godown keepers and Typists working in A.P. region as on 1-1-82.
- Ex. M6—Internal Circular No. 32/83 dt. 13-4-83 of Regional Manager, Punjab National Bank, A.P. Regional Office, Hyderabad with regard to priority list of clerks as on 1-1-83.
- Ex. M7—Internal Circular No. STF/21/84 dt. 14-4-84 of Regional Manager, Punjab National Bank, Regional Office, Hyderabad with regard to priority list as on 1-1-84.
- Ex. M8—Photostat copy of the Internal Circular No. STF/6/85 dt. 28-2-1985 of Regional Manager, Punjab National Bank, A.P. Regional Office, Hyderabad with regard to priority list as on 1-1-85.
- Ex. M9—Photostat copy of the Minutes of the meeting held at Personnel Division, Punjab National Bank, Head Office, New Delhi on 15th, 16th and 18th of November, 1985 in the matter of posting of clerks as Special Assistants.

नई दिल्ली, 21 सितम्बर, 1989

का.प्र. 2550 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार दिये हुए औद्योगिक वैक के प्रबन्धकों के संवत् नियोजनों और उनके कर्मचारों के बीच, अन्तर्गत में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-89 को प्राप्त हुआ था।

New Delhi, the 21st September, 1989

S.O. 2550—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to

the Indian Overseas Bank and their workmen, which was received by the Central Government on the 11-9-1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 69 of 1987

In the matter of dispute between :

The Chief Manager Indian Overseas Bank Vidhan Sabha  
Marg Lucknow.

#### AND

The Secretary, All India Overseas Bank Employees' Union  
C/o Indian Overseas Bank Aminabad Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/350/86-D.II (A), dated 23-6-87, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Indian Overseas Bank Lucknow in terminating the services of Shri Nirmal Prasad, Messenger w.e.f. 22-2-86 is justified? If not, to what relief the workman concerned is entitled?

2. The Industrial Dispute on behalf of workman Shri Nirmal Prasad has been raised by All India Overseas Bank Employees Union (hereinafter referred to as Union).

3. The case of the Union is that the workman was selected and placed in the panel of messengers by the management of the Indian Overseas Bank, Lucknow. He was appointed as messenger on 15-2-82 against permanent vacancy at bank's main branch at Lucknow. However, with regard to his appointment no letter of appointment was issued to him. The Union alleges that the management was guilty of Unfair Labour Practice as they gave artificial breaks in the service of the workman. By virtue of the workman having worked for 338 days from January, 1983 to December, 1983, he acquired the status of a permanent employee. On 7-1-85, the management served a memo on the workman calling for his explanation. The workman gave his reply but the management without holding any inquiry, terminated his services illegally w.e.f. 22-2-86. The Union has further alleged violation of provisions of section 25-G and 25-H I. D. Act by the management.

4. The Union has, therefore, prayed that the workman be reinstated in service with continuity of service and with full back wages. The Union has further prayed for penalising the management for committing Unfair Labour Practice.

5. In defence, the management plead that the workman was engaged in the Main Branch at Lucknow of the Bank as temporary messenger on 26-8-82. During the term of his service, the workman was found negligent in performance of his duties. As a result of his negligence, the bank suffered a loss of Rs. 6000 of US Dollars on 1-10-84. He services were terminated on account of inefficiency and serious dereliction of duties. The management deny any violation of sections 25-G and 25-H of the I. D. Act. In fact, the bank lost confidence in him. By way of abundant caution his services were terminated by means of letter dated 22-2-86 and he was paid one month's notice pay and retrenchment compensation. The management also deny committing of Unfair Labour Practice in relation to the workman.

6. The Union has filed rejoinder, but no new fact has been alleged by it.

7. In support of its case, the Union has filed the affidavit of the workman and a number of documents. On the other hand in support of their case, the management have filed the affidavit of Shri P. K. Gupta, Chief Manager, Lucknow, and a number of documents.

8. At the very outset I may state that it is a case which could be decided on the basis of documents filed by the parties. The oral evidence adduced by the parties in support of their respective cases, in my opinion, was unnecessary.

9. Ext. W-5 (Annexure 1 to the claim statement) is the copy of letter dated 16-9-83, as regard to sub staff. From the copy of the letter it is not clear who had written this letter and to whom it was addressed. However, so much is clear that this letter was written with reference to a Telegram dated 10-6-83 by means of which in respect of temporary messengers details such as dates of engagement and number of days for which they had worked were demanded. The name of the workman appears at Serial No. 5. His date of first engagement is mentioned as 15-2-82 and till 16-9-83 he was shown to have been engaged for 510 days. By means of this letter request for providing two substitutes in respect of two promotee and further creation of additional vacancies of two messengers at Lucknow was also made.

10. Ext. W-1 (Annexure II to the claim statement), is the copy of letter dated 18-7-87 from the Manager, Main Branch of the bank to the Regional Manager, Lucknow, giving particulars such as dates of first engagement period of engagement etc. of a few temporary messengers. The name of the workman in it appears at Serial No. 2. His date of first engagement is given as 15-2-82 and he is shown to have worked for one year and 5 months. The last three lines of the letter are very important. In these lines it is written that the above named temporary messengers had been continuously engaged at Bank's Branch and that the Manager had given them break of two working days every month. Then Ext. W-11 is the copy of letter dated 11-9-84, from Regional Office to the Manager, Main Branch, Lucknow, it has been filed by the Union with the rejoinder. In this letter the workman has been described as temporary messenger. The following lines appearing in this letter are quite important ;

PLEASE ENSURE TO GIVE A BREAK IN SERVICE  
FOR TWO WORKING DAYS BEFORE ENGAG-  
ING HIM IN PERMANENT VACANCY. ....

11. Ext. M-1, is the copy of letter from the Manager of the bank to the workman informing him that his services would stand terminated w.e.f. 24-6-82.

12. Ext. W-10, is the copy of letter dated 14-9-84 from the management bank to the workman informing that his services would stand terminated on 14-9-84 (AN).

13. Ext. W-2 (Annexure III to the claim statement) is that statement of working days of the workman right from April 1982. It shows that in 1982, 1983, 1984, 1985 and 1986, he had worked for 201, 338, 339, 335 and 31 days respectively. It also shows that during the period of 12 months before the termination of his services, the workman had worked for more than 240 days.

14. Ext. W-3 (Annexure IV to the claim statement) is the copy of letter of termination dated 22-2-86, which shows that while terminating his services he was paid one month's notice pay and retrenchment compensation in accordance with the provisions of Section 25F I. D. Act.

15. Ext. W-12 is the copy of letter dated 28-8-84, from the Chief Manager (Personnel Department) to the workman informig him about his engagement as temporary messenger at Lucknow Main Branch on daily wages. He was also informed that his services as messenger were purely temporary and were liable to be terminated at the discretion of the bank, without giving any reason and without notice and further that a temporary appointment would not confer upon

him any right to claim permanency in any category of the Bank's service.

16. Ext. W-6 (Annexure VIII to the rejoinder) is the copy of statement of reasons which were taken into consideration for terminating his services. From this statement it appears that the workman had been engaged against a permanent vacancy w.e.f. 25-9-84.

17. Ext. W-2, is the copy of letter dated 11-9-85, from the workman to the Chief Manager, Lucknow, and Ext. M-3 is the copy of letter dated 6-1-86, by means of both these letters the workman made a request to the management for his confirmation in service.

18. Thus from the above documentary evidence it appears that the name of the workman appeared in the panel for recruitment of temporary messengers; that he was appointed for the first time as temporary messenger on 15-2-82; that the artificial breaks were given while he was in service under instructions from the Regional Officer; that w.e.f. 25-9-84, he was appointed as temporary messenger against a permanent vacancy; that right from 1982 to 1985 the workman had worked for more than 240 days every year; that the workman had worked for moer than 240 days during the period of 12 months preceding the date of his termination and that on account of artificial breaks in service, the management was guilty of unfair labour practice. What ever may be said, one thing is crystal clear the the management being guilty of Unfair Labour Practice, the workman will be deemed to be in continuous service from the date of his first appointment and w.e.f. 25-9-84, he would be deemed to have been appointed against a regular permanent vacancy on probation liable to confirmation on satisfactory work during the period of probation.

19. Ext. W-4 (Annexure VI to the claim statement) is the copy of letter from the Manager I N S) to the workman on the subject of loss of Foreign Currency of US 6000 Dollars on: 1-10-84 at G.P.O. Lucknow. It was stated in the letter that on 1-10-84, he was directed to accompany Shri Padam Chand, a clerk in order to assist him in the despatch of 8 insured covers containing Foreign Currency US Dollar 6000 by registered post at G.P.O. Lucknow. After Shri Padam Chand had delivered to the person sitting inside the counter the said 8 insured covers, the person to who those were delivered started moving out of the counter towards the back door and escaped with the insured covers. It was further stated that the workman had failed to notice movements of the said person and did not raise any alarm which would have helped in apprehending the culprit. Thus the workman failed in discharge of his duties in protecting bank's interest

20. Ext. M-8 is the copy of enquiry report dated 29-10-85, with regard to the incident. It was found that the workman had been negligent in having allowed Shri Padam Chand to tender envelopes to a wrong person although he had been regularly visiting the post office and knew persons; that he did not raise proper alarm to draw attention of the member/postal staff during the occurrence of the incident and that he had not taken steps on the spot to note the culprit.

21. Ext. W-6, is the copy of statement of reasons given by Assistant General Manager regarding termination of the services of the workman. In the statement of reasons it is not stated that with regard to the above incident at the post office the explanation given by the workman was not found satisfactory. Even during his tenure as a temporary

messenger he had not been vigilant, therefore it was not desirable to continue him in the service. In para 7 of the written statement, it is specifically stated that the workman's services were terminated by back taking into consideration the negligence of duty and inefficiency and serious deslition of duties as temporary messenger leading to loss of confidence. There is nothing on record to show nor it has alleged by the management that any regular departmental inquiry was conducted into the above incident against the workman. Being a temporary employee for the alleged misconduct his service could not be terminated in the manner in which the same were terminated by the management.

22. The law is very clear on this point.

23. In *Jarnal Singh Vs. State of Punjab*, 1986 Lab IC 1086 (SC), it was held that mere form of order is not sufficient to hold that the order of termination was innocuous. It is the substance of order, i.e., attending circumstances as well as the basis of the order that have to be taken into consideration. In other words when an allegation is made by the employee assailing the order of termination as one based on misconduct, though couched in innocuous terms, it is incumbent on the court to lift the veil and to see the real circumstances as well as the basis and foundation of the order complained of. In other words, the court, in such a case, will lift the veil and will see whether the order was made on the ground of misconduct inefficiency or not.

24. In this case reference was made to the ruling in the case of *State of Bihar V. Shiva Bhishuk Mishra AIR 1971 (SC) 1011*. In that case it was held that an order which is innocuous on the face and does not contain any imputation of misconduct as a circumstances or piece of evidence for finding whether it was made by way of punishment or administrative routine. But the entirety of circumstances preceding or attendant on the impugned order must be examined and the overriding test will always be whether the misconduct is a mere motive or is the very foundation of the order.

25. In *Anup Jaiswal Vs. Government of India and others 1984, 1 LLJ 337(SC)* it was held that it is now well settled that where the form of the order is merely camouflage for an order of dismissal, dismissal for misconduct, it is always open to the court before which the order is challenged to go beyond the form and ascertain the true character of the order. If the court held that the order though in form is merely a determination of employment is in reality a cloak for an order of punishment, the court would not be debarred merely because of the form of the order in giving effect to the rights conferred by law upon the employee.

26. In view of the law referred to above, in no circumstances, the order of termination of the workman can be upheld. Not only the management is guilty of Unfair Labour Practice but also their action in terminating the services of the workman w.e.f. 22-2-86, cannot be held as justified.

27. Consequently the workman is held entitled to his reinstatement in service with full back wages and continuity of service.

The reference is answered of accordingly.

ARJAN DEV Presiding Officer  
[No. L-12012/350/86-D.II (A)]  
N. K. VERMA, Desk Officer

नई दिल्ली, 19 सितम्बर, 1989

का.आ.2551:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे यम्बई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पक्षपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 4-9-89 को प्राप्त हुआ था।

New Delhi, the 19th September, 1989

S.O. 2551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Bombay and their workmen, which was received by the Central Government on the 4-9-1989.

## ANNEXURE

SHRI C. G. RATHOD, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL, AHMEDABAD  
Reference (ITC) No. 23 of 1988

## ADJUDICATION :

### BETWEEN

Western Railway, Bombay.

### AND

The Workmen employed under it.

In the matter whether the Sr. Divisional Mechanical Engineer, Baroda and Chief Rolling Stock Engineer, Church Gate, Bombay were right in cancelling the panel formed on 30-9-82 and, if not, what right Mr. Chhotelal M, TXR, Vatva is entitled to?

## APPEARANCES :

Shri B. K. Sharma—for the Union.

Shri N. G. Dongre—for the Western Railway.

### AND

By an order No. L-41012/29/86-D-11(B) dated 25-8-88, the Central Government, New Delhi in exercise of the powers conferred u/s. 10(1) of the I.D. Act, 1947, has referred the dispute between Western Railway, Bombay and the workmen employed under it to the Presiding Officer, Industrial Tribunal, Ahmedabad. The dispute referred to is whether the Sr. Divisional Mechanical Engineer, Baroda and Chief Rolling Stock Engineer, Church Gate, Bombay were right in cancelling the panel formed on 30-9-82 and, if not, what right Mr. Chhotelal M, TXR, Vatva is entitled to?

2. In the instant case, the Pashchim Railway Karmachari Parishad (hereinafter referred to as 'the Union') has filed its statement of claim at Ex. 8 and briefly it is as under : that the Divisional Mechanical Engineer (Carriage & Wagon) (Establishment) Baroda, vide Notification No. E/C&W/1130/5/1 Vol. VI dated 19-11-1981 has called for applications from the willing Highly Skilled Grade I and Grade II and also from the skilled Artisans staff by 30-11-81 to hold a selectic for the post of Train Examiners Scale 425-700 (R) from the Carriage and Wagon

Artisans staff. It is contended that in this case, 33 Grade 1 and 18 Grade II have applied and, therefore, the remaining were called from the Skilled Artisans, to have the required number of candidates. In this manner, total 69 persons were called for the selection, to have a panel of 23 candidate. But out of these 69 candidates, only 5 could qualify for the post of Train Examiner including Shri Chhotelal M, the concerned workman. A Notification was issued to have a selection on 19-11-81 and, therefore, if any one was aggrieved, he would have approached the declaration of the panel in as much as the panel was declared only after about 10 months i.e. on 30-9-82; that Shri Chhotelal is working as a Train Examiner under Divisional Railway Manager, Baroda from 10-10-82 on being empanelled vide letter dated 30-9-82. By this letter, it was pointed out that he was one of the five who were selected and all the five were promoted by 10-10-82. Thus the panel was exhausted on 10-10-82 itself. It is further contended that before this promotion, Shri Chhotelal M (ST) was working as an Artisan Rivetter, i.e. Skilled Artisan. It is contended that the Sr. Divisional Mechanical Engineer, (Establishment) Baroda cancelled the panel on 23-2-84 when there was no panel in existence. So the question of scrapping the panel does not arise as the panel was exhausted before this date. It is further contended that being aggrieved with the orders of the Divisional Mechanical Engineer, Baroda, a writ was filed before the Hon'ble High Court at Ahmedabad and their Lordships directed the Railway Administration to hear the affected workmen. The Railway Authorities have heard them to just follow the directions of the Court, but they did not cancel the orders of cancellation. It is contended that the assessment for the vacancies was for 23 and out of which, only 5 persons were empanelled from amongst 69 persons who appeared for the selection. Thus there was full room for accommodating 18 other persons by having proper selection; that Shri Chhotelal is continuously working on the post of Train Examiner with full benefits of regular increments from 1982 without any complaint; that Shri Chhotelal M (ST) work was to the satisfaction of his superiors and so he has been sent for special training pertaining to his trade at Madras, Delhi and Baroda which includes even Private Companies like Escorts. It is further contended that the party being a ST candidate has a reservation quota against the vacancies and as such by cancelling the panel, he has been put to hardship as the entry in the grade of Train Examiner will affect on his future promotions. It is also contended that before declaring the panel, the competent authority has to satisfy that no procedural irregularity is taken place. It is further contended that the promotion cannot be denied to the employee who were not given opportunity of training and as such the party has full claim over the post which he is holding. In the circumstances, it is contended that the orders passed by the Chief Rolling Stock Engineer, Bombay dated 31-10-85 and the Divisional Mechanical Engineer (Establishment), Baroda dated 23-2-84 be declared as null and void and further it is contended that the Union is not entitled to any of the reliefs.

3. The Divisional Railway Manager (E), Baroda filed its written statement at Ex. 11 and it is con-

tended as under: that the reference is not maintainable at law; that the reference is bad for non joinder of necessary and proper parties; that the reference is not against the employer as defined under the Industrial Disputes Act with Industrial Dispute Rules (Central); that it is also contended that the Western Railway is not the employer as defined under the Act read with rules. Further, the Railway Administration, after denying the various contentions raised in the statement of claim, has stated that it is not true to say that Shri Chhotelal M is working as Train Examiner under Divisional Railway Manager, Baroda from 10-10-82 on being empanelled on 30-9-82, but, in fact, he was kept on provisional panel. It is further contended that one Shri Rameshchandra M. Tivari, Fitter, Vatva who is senior to the second party made a complaint with respect to the panel contending inter alia that Shri Chhotelal was junior to him. It is further contended that the second party is not eligible for being called for interview as he has not completed three years of service in Grade III on the date of selection; that the date of entry of second party in Grade III is 1-5-79. It is further contended that the second party is SSC failed and has not the requisite qualifications. It is also contended that the Railway Board vide its letter dated 29-12-76 had laid down the following conditions to have selection of TXR panel. The conditions are—“(1) Have five years service in skilled grade with 8th std. qualification & (2) Have 3 years service in skilled grade with matriculation.” It is also contended that the second party does not possess any of the above qualifications and he was also junior to Shri Ramesh M. Tiwari and, therefore, the competent authority, the Chief Rolling Stock Engineer, Church Gate by his letter dated 18-2-84 has cancelled the panel. It is further contended that as per the directions given by the Hon'ble High Court, a personal hearing was given, but the decision of cancellation was upheld. It is also contended that 69 persons appeared for selection. It is further contended that the candidates who have appeared in selection, the candidates should have aggregate total of 60 per cent of marks and S.C./S.T. candidates should have aggregate total of 40 per cent of marks; that only five persons have been declared successful in the said selection; that it is true to say that Shri Chhotelal is continuously working as Train Examiner after empanelment from 1982. It is contended that there was lacuna in the selection and, therefore, the panel was cancelled and the said order is legal and proper and, in the circumstances, the Union is not entitled to any of the reliefs and hence, the reference requires to be rejected.

4. In the present reference, Mr. B. K. Sharma for the Union has stated that they do not propose to adduce any oral evidence as per Purshis at Ex. 20.

5. Similarly, Shri N. G. Dongre, Sr. Clerk of the Western Railway has also stated that they also do not propose to lead any oral evidence vide Purshis Ex. 21.

6. In the present case, I have heard the arguments of Mr. B. K. Sharma for the Union and Mr. N. G. Dongre for the Western Railway.

7. In the present reference, the Union contends that the cancellation of the panel dated 30-9-82 by

the Sr. Divisional Mechanical Engineer vide his letter dated 23-2-84 is wrong. It is contended that the panel could not have been cancelled in as much as the selection made was proper and legal and that there were no grounds to cancel the panel. It may be stated that the concerned workman, Shri Chhotelal M was working as Rivetter Gr. III in the scale of Rs. 260-400 on 1-4-78. He was thereafter placed in Rivetter Gr. II and then Rivetter Gr. I and it appears that the effect was given from 1-8-78. On 19-11-1981, the Divisional Mechanical Engineer (Carriage & Wagon) (Establishment) Baroda invited applications from the willing Highly Skilled Grade I and Grade II and also from the skilled Artisans staff to hold a selection for the post of Train Examiners in the scale of Rs. 425-700(R) from the Carriage and Wagon Artisans staff. Now the main contention of the Railway Administration is that Shri Chhotelal M was wrongly called for interview in as much as at the relevant time, he was working in Rivetter Gr. III. But assuming that he was so working, the question is whether he was rightly called for the interview. It appears that the Railway Board has laid down certain conditions to have selection of TXR panel in Ex. 9, Annexure C. It is only stated that applications are invited from the Highly Skilled Gr. I and Gr. II and also from the skilled Artisans staff with atleast three years service. It is not stated whether the persons should have passed S.S.C. examination or not. But it appears that some procedure was laid down long back (somewhere in the year 1977) and as per the said procedure as per Ex. 33 initially only High Skilled Gr. I and Gr. II and Mistries are to be first subjected to selection. If the vacancies are not filled in by calling them, then supplementary test is to be conducted by calling the remaining Higher Skilled Gr. I & Gr. II and if that also does not result in the empanelment of the required number, another supplementary selection may be made where skilled staff in the Carriage and Wagon department who have 5 years of service in the skilled grade with 8th standard qualification, or have three years service in skilled grade with Matriculation. Now in the instant case, Mr. Chhotelal M has already passed his SSC examination in October, 1965 as per Exs. 37 & 38 and moreover, the said fact is also known to the Railway Administration as they have shown in Ex. 23 at serial No. 17 that Shri Chhotelal M, Rivetter Gr. II has passed the SSC examination. Mr. Dongre for the Railway Administration has referred to me to an entry made in the service book showing that he was shown as SSC failed in Ex. 32; but that would not help the Railway Administration when the aforesaid certificates are produced and when it is shown in the railway record itself that he has been shown as SSC passed. Thus as he was working in Rivetter Gr. III since more than three years on 19-11-81, he was duly called for the interview.

8. In the case of Mr. Rameshchandra M. Tiwari, the person who claims to be senior and on whose application the list has been cancelled, we find that he was in the Rivetter Gr. III from 21-6-79 showing as per Annexure—at Ex. 17, his educational qualification is only 7th pass. Thus, unless he has completed five years of service in Rivetter Gr. III, he

could not have been called for the interview and, therefore, there is no merit in what has been urged as above. The second ground that is urged is that the procedure prescribed shows that initially only higher scale grade I & II people should have been called for interview and if from these persons, the required number of persons could not have been selected, then only persons from Gr. III should have called for interview. The argument as above is without any force in as much as in this case, there were 23 vacancies and as per the procedure prescribed, three times the persons were required to be called. In the instant case, thus in all 69 persons were required to be called. But in this case only 33 from Gr. I and 18 from Gr. II had applied. So the remaining were called from the skilled Artisans and out of these, only 5 persons were selected. It thus appears from what has been stated as above that though there were 23 vacancies, there were no sufficient number of Gr. I & Gr. II persons available for interview. In that view of the matter, if Gr. III persons were also called for interview, though there may be technical slip, it would not in any way affect the merit of the selection in as much as though 23 persons were required to be selected, only five persons could be selected from among these persons. It, therefore, appears to me that it could not be urged that initially only Highly Skilled Grade I and Gr. II persons should have been called for being selected. The irregularity, if any, is merely a technical one and it could not be urged on that ground that the selection was bad.

9. Further, it appears from the facts as above that in this case, the Railway Administration appear to have cancelled the panel on 18-2-84. It is stated in the written statement that on perusing the complaint, the competent authority i.e. Chief Rolling Stock Engineer, Churchgate vide letter No. EM/1025/8/136 Vol. III dated 18-2-84 has cancelled the panel of TXR. Now we do not have the exact date on which Shri Rameshchandra M. Tiwari has made representation to the Railway Administration that the selection of the panel was not a regular one. But, in any case, it is necessary to note that the applications for the post were invited on 19-11-81 and Shri Chhotelal M who was selected as TXRS was working under the Divisional Railway Manager, Baroda from 10-10-82 as he was empanelled on 30-9-82. Thus his selection was notified as early as 30-9-82 and it appears from the Railway Establishment Rules, page 232, para-18, that representations if any, against a panel should be submitted to the competent authority within a period of 2 months from the date of publication of the final panel. It is further stated therein that any representation, received after that period should normally not be entertained. So in this case, since the panel was notified on 30-9-82, the representation against the said panel should have been submitted on or before 30-11-82 and the representation, if it was submitted after 30-11-82, the same should not have been entertained. The Railway Administration could not point out to me as to why they had entertained the said representation at a later stage. It is necessary to note that though there were 23 vacancies, only five persons were selected and if any persons were left out for one reason or the other there is

really ample scope for Railway Administration to call those persons for interview and select them if found fit for the post. As I have stated earlier, in the case of Mr. Rameshchandra M. Tiwari, it appears that he was not even eligible for being called for interview in view of the fact that he was in Gr. III from 21-6-79 and as such unless he had completed five years in the said post, he could not have been called for interview.

10. It was then urged on behalf of the Railway Administration that the Railway Administration was competent to cancel the panel. It is true that as per Rule 20 of the Railway Establishment Rules, page 232, the Railway Administration has a right to cancel the panel if it is found subsequently that there were procedural irregularities or other defects and it is considered necessary to cancel or amend such a panel. It is also stated in the said rule that the panel once approved should normally not be cancelled or amended. Further, it is necessary to note that in the Establishment Rules, under the head "Currency of Panels", page 242 it is stated that panels formed by the Departmental Selection Board and approved by the competent authority shall remain in force for two years from the date of approval of the same by the competent authority or till they are exhausted whichever is earlier. So it is clear from this that the panels once formed shall remain in force for a period of two years from the date of approval of the same by the competent authority or till they are exhausted whichever is earlier. In the instant case, after the formation of the panel, as early as on 30-9-82 as per Ex. 26, which, it appears was duly approved immediately they were promoted in the higher post as per Ex. 27 on 8-10-82. It may be seen that the name of Mr. Chhotelal M appears at serial No. 5 in the name of selected persons. Thus, he is the last person and as per Ex. 27, he is also promoted. Thus the list was exhausted as back as 8-10-82. Therefore, since the list of the selected persons was already exhausted, the list was not in existence and, therefore, it is clear that the same could not be cancelled as the panel was not in existence then.

11. In the circumstances, it appears from what has been stated as above that in the instant case, the selection of Shri Chhotelal M in the panel was perfectly legal and valid. The Railway Administration, therefore, had no reason to take into account any representation on that count. It is not correct to say that there was irregularity in forming the said panel. The irregularity, if any, is merely a technical one and it does not, in substance, affect the selection made. Moreover, the panel was already exhausted as due promotions were given immediately after the selection was made. In the circumstances, there are, in fact, no grounds on which the Railway Administration would act in cancelling the panel. Shri Chhotelal M is working as TXR since 8-10-82 as per Ex. 27 and it appears that he is working to the full satisfaction of the Railway Administration and, as stated earlier, there were only 5 persons who have selected from 69 persons. Thus, there are no sufficient number of qualified or competent persons who could be selected in the year 1982 and in that view of the matter, if any persons were left out and further selection could have been made and there

was no point in cancelling the panel. The said action of the Railway Administration is unjust, improper and required to be set aside. It may be stated that the reference could not be disposed of within the stipulated time as initially after the filing of the statement of claim, Mr. H. B. Shah, an Advocate appeared for the Western Railway, but thereafter there was an objection by the Union for the appearance of the Advocate on behalf of the Western Railway. Thus, the Railway was again required to be served with notices and thereafter as the parties took time in conducting the reference, there has been delay in disposing of the reference.

In the circumstances, I pass the following order :

### ORDER

The reference is allowed. The action taken by the Divisional Railway Manager, Baroda and Chief Rolling Stock Engineer, Churchgate in cancelling the panel dated 30-9-82 is not legal and that Shri Chhotelal M, who is working as TXR as per the order (Ex. 27) since 8-10-82 is continued in the post in which he is selected and he is further entitled to all the benefits arising out of the said selection and his continuing in the said post. No order as to costs.

Sd/-

Secretary

Ahmedabad, 12th July, 1989.

C. G. RATHOD, Presiding Officer  
[No. L-41012/29/86 D. II(B) (Pt.)]

HARI SINGH, Desk Officer

नई दिल्ली, 20 सितम्बर, 1989

का.आ. 2552 :-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इन्सुरन्स कम्पनी लिमिटेड नागपुर, के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचाट का गठन करता है।

New Delhi, the 20th September, 1989

S.O. 2552.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the annexure, in the industrial dispute between the employers in relation to the management of National Insurance Co. Ltd., Nagpur and their workman.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. D. Apshankar

Presiding Officer

Reference No. CGIT-2/33 of 1987

PARTIES :

Employers in relation to the management of National Insurance Co. Ltd., Nagpur.

AND

Their Workman

INDUSTRY : General Insurance STATE : Maharashtra.  
Bombay, dated the 1st July, 1988

## AWARD

The Central Government by their Order No. L-17012/74 86-D.IV(A) dated 5-6-1987 has referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of National Insurance Co. Ltd., Nagpur, is justified in terminating the services of Shri Dinesh Mahadeo Siria w.e.f. 14-7-1985 ? If not, to what relief the workman concerned is entitled ?”

2. After the said dispute was received, notices were issued to the parties to file their claim statement and written statement. However, no claim statement or any written statement was filed by any of the two parties. However, both the parties came to an amicable settlement, and the National Insurance Co. Ltd. filed application dated 24-6-1987 before the office of the Tribunal which is thus :—

“The applicant National Insurance Co. Ltd. begs to submit as under :—

1. That after the initial failure of conciliation proceedings before the Assistant Labour Commissioner (Central), Nagpur, due to changed circumstances the applicant Co. and the non-applicant workman represented through Union have come to the settlement of the dispute as per the terms and condition laid down and agreed by both the parties.
2. That the said settlement of dispute has been duly registered with the office of Asstt. Labour Commissioner (Central), Nagpur, on 5-6-1987 (copies attached).

It is, therefore, prayed that consent Award may please be made.”

3. A zerox copy of the terms and conditions arrived at amicably between the said parties has been sent to this Tribunal. It seems that as the original document containing the terms and conditions has been filed with the Assistant Labour Commissioner (Central), Nagpur, only the zerox copy thereof has been sent to this Tribunal. However in view of the said letter dated 24-6-1987, sent by the National Insurance Company Limited, I rely upon the zerox copy of the said terms and conditions. The said terms and conditions agreed upon between the said parties are thus :—

- “1. Agreed that Shri Dinesh Mahadeorao Siria shall be offered a fresh appointment as a sub-staff by the management latest by 15-6-87 at Chhindwara and consider to transfer him at Nagpur as and when a vacancy arises at Nagpur.
2. The Union and workman agree not to make any claims for the past services.
3. Agreed that both the parties shall jointly move the Hon'ble CGIT for getting consent award in case the dispute is referred to Central Government Industrial Tribunal.
4. Agreed that both the parties shall get this settlement registered with the Secereary, Ministry of Labour, Chief Commissioner (Central) New Delhi, Regional Labour Commissioner (Central), Bombay and Assistant Labour Commissioner (Central), Nagpur under Rule 58(4) of the Industrial Disputes Act.
5. Agreed that this is a full and final settlement of the dispute.”

4. I find that the above said settlement is quite in the interests of the said workman. It is further seen from the document on record that the said workman has already been

appointed as a fresh employee in the said company with effect from 15-6-1987. As such, award must be and is drawn in terms of the said settlement dated 4-6-1987.

Award accordingly.

Dt. 1-7-1988

P. D. APSHANKAR, Presiding Officer,  
[No. L-17012/24/86-D.IV(A)/IR(B)-1]

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

No. Ref. CGIT-2/33/87/354/87

Applicant—National Insurance Co. Ltd. through Asstt. General Manager.

Vs.

Non-Applicant—1. Workman Shri D. M. Siria,

Application to get the Consent Award

The Applicant National Insurance Co. Ltd. begs to submit as under :

1. That after the initial failure of the conciliation proceedings before the Asstt. Labour Commissioner (Central), Nagpur, due to changed circumstances the Applicant Co. and the non-applicant workman represented through union have come to the settlement of the dispute as per the terms and conditions laid down and agreed by both the parties.
2. That the said settlement of dispute has been duly registered with the office of the Asstt. Labour Commissioner (Central), Nagpur, on 5-6-1987 (copies attached).

It is, therefore, prayed that Consent Award may please be made.

For National Insurance Co. Ltd.  
Sd/- Asstt. Gen. Manager  
Applicant/Company

24-6-87

## ANNEXURE

## FORM-H

## MEMORANDUM OF SETTLEMENT

Memorandum of Settlement between the management of National Insurance Co. Ltd. and their workman represented by Shri V. R. Deshpande, Branch Secretary, General Insurance Employees' Union, West Zone, Nagpur Branch, over the issue of reinstatement in service.

Representing Employer—Shri G. S. Raipal, Sr. Divisional Manager, National Insurance Co. Ltd., Nagpur Division.

Representing Union/Workman—1. Shri V. R. Deshpande. 2. Shri Dinesh Mahadeorao Siria.

## Short recital of the case

Shri Dinesh Mahadeorao Siria raised an industrial dispute vide his letter dt. 24-3-86 regarding illegal termination of his services by the management of National Insurance Co. Ltd. Nagpur, and demanded reinstatement with back wages. The dispute ended in failure and a report was submitted to the Government. Subsequently both the parties agreed to discuss and settle the issues mutually. After discussions on various occasions and finally on 4th June, 1987 at length both the parties agreed to settle the dispute on the following terms and conditions.

## TERMS AND CONDITIONS

1. Agreed that Shri Dinesh Mahadeorao Siria shall be offered a fresh appointment as a sub-staff by the management latest by 15-6-87 at Chhindwara and consider to transfer him at Nagpur as and when a vacancy arises at Nagpur.



2. Union and workman agree not to make any claims for the past services.
3. Agreed that both the parties shall jointly move the Hon'ble C.G.I.T. for getting consent award in case the dispute is referred to Central Government Industrial Tribunal.
4. Agreed that both the parties shall get this settlement registered with the Secretary, Ministry of Labour, Chief Labour Commissioner (Central), New Delhi, Regional Labour Commissioner (Central) Bombay and Assistant Labour Commissioner (Central) Nagpur under Rule 58(4) of the Industrial Dispute Act.
5. Agreed that this is a full and final settlement of the dispute.

Representing employer

Sd/-

(G. S. Rajpal),  
Sr. Divisional Manager,  
National Insurance Co. Ltd.  
Nagpur Division  
S. R. Pathak,  
Counsel for National In. Co. Ltd.  
4-6-87

Representing Union  
Sd/-

(V. R. Deshpande),  
Branch Secretary,  
G.I.E.U. West Zone  
Nagpur Branch  
Workman Concerned  
Sd/-  
(Dinesh M. Siria)

To,

Shri Dinesh Mahadeo Siria,  
Subhash Nagar,  
Nagpur.

Dear Sir,

We are pleased to inform you that you are appointed as Sub-staff in this company on probation on basic salary of Rs. 430 per month, in the grade of Rs. 430-10-450-20-790, with other allowances applicable to existing regular employees in your cadre, on a provisional basis. In addition to the service terms and conditions which govern the existing regular employees in your cadre, you will also be governed by the following conditions :—

1. Your appointment will take effect from 15th June, 1987.
2. (a) You will be on probation for a period of six months which may be extended at the discretion of the Management.  
(b) During the probationary period your services will be liable to termination without notice and without assigning any reason by the Company.
3. You will be eligible for confirmation in the services of the Company on satisfactory completion of your probationary period.
4. On confirmation in the services of the Company you will be eligible for the usual benefits like Provident Fund, Gratuity, etc. as per Rules of the Company.
5. Increment in the grade is not automatic and will be subject to regular attendance, good conduct, satisfactory work habits and performance and will be governed by the Rules of the Company.
6. While in the services of the Company, including probationary period, you will be subject to and conforms of the rules and regulation of the Company, including General Insurance (Conduct, Discipline and Appeal) Rules, as are in force from time to time and carry out instructions given to you from time to time orally and/or in writing.

7. During the probationary period if you leave/resign from the services of the Company, you are required to give three full days notice in writing. In default Company shall have right to deduct from dues payable to you/recover from you directly an amount equivalent to three days' salary.

8. On confirmation your appointment is terminable at any time by giving one month's notice in writing on either side without assigning any reason. Breach of this condition will entitle the company to deduct from the dues payable to you/to recover from you one month's salary in lieu of notice.

9. You are liable to be transferred from one Department to another, from the Company to any subsidiary of the Corporation or from one place to another as and when required to do so.

10. The Company's right at law to take any action against you and/or to recover the dues of the Company from you and/or to claim damage from you and the rights of the like nature will not be affected or deemed to be waived by any reference to the terms and conditions mentioned herein and they are expressly reserved notwithstanding any specific mention herein of some of the rights of the Company.

11. You will have to undergo such training either during probation period or any time thereafter as may be prescribed by the Company.

12. You will be required to undergo a medical examination. In case you are found medically unfit, your appointment will be liable to be terminated forthwith.

13. Your present place of posting is  
"Satija Complex"  
1st Floor, Station Road,  
Chhindwara-480 601.

Please report to Mr. I. M. Qurashi, Asstt. Branch Manager, Chhindwara Branch.

Please return the duplicate copy of this letter of appointment duly signed by you, to indicate that you have accepted all the terms and conditions mentioned herein.

Yours faithfully,

Sd/-

Sr. Divisional Manager

I hereby agree to and accept the terms and conditions mentioned hereinabove.

Dated at Nagpur this 15th day of June, 1987.

Sd/- 15-6-87.

DINESH M. SIRIYA

Senior Divisional Manager,  
National Insurance Co. Ltd.,  
Nagpur.

Respected Sir,

As per your appointment letter Ref. No. 270400/Personnel/NGP/87 dated 12-6-87, I joined the duty today i.e. on 15th June, 1987 at 9.30 A.M.

Thanking you.

Yours faithfully,

Sd/-

(Dinesh M. Siria)

Nagpur  
Dt. 15-6-87.

नई दिल्ली, 27 मितम्बर 1989

का.आ.2553--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राष्ट्रीय जीवन बीमा निगम, धारवाड के प्रबन्धन के संयुक्त नियोजकों और उनके कर्म-कारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिवक्ता, बंगलौर के पंचपट को प्रकाशित करती है।



New Delhi, the 22nd September, 1989

S.O. 2553.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the annexure, in the industrial dispute between the employers in relation to the management of Life Insurance Corporation of India, Dharwad and their workman.

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT AT BANGALORE

Dated 15th February, 1989

PRESENT

SHRI B. N. LALGE, B.A.(Hons.), L.L.B.—Presiding  
Officer.

CENTRAL REFERENCE NO. 190/87  
(OLD CENTRAL REFERENCE NO. 8/87)

I PARTY

Shri I. F. Kulkarni  
C/o C. F. Kulkarni  
Income Tax Department  
Near Vidyaranya High School  
Dharwad.

Vs.

II PARTY

The Divisional Manager  
Life Insurance Corporation of India,  
Dharwad.

APPEARANCES :

For the I Party—Shri C. N. Kulkarni, Advocate.  
For the II Party—Shri H. N. Deshpande, Advocate.

AWARD

By exercising its powers under Section 10(1) (d) and (2A) of the I.D. Act, the Government of India, Ministry of Labour, made the present reference on the following point of dispute by its Order No. L-17012/2/86-D, IV(A) dated 16-1-87. Originally, the reference was made to the Industrial Tribunal, Bangalore. Subsequently, it was transferred to this Tribunal by a General Order No. S-11025/1/87-DIV. (B) dated 16/25th November 1987. It is at Sl. No. 6.

Point of Reference

“Whether the termination of services of Shri I. F. Kulkarni Sepoy by the management of L.I.C. of India, Divisional Office, Dharwad, Bijapur Branch w.e.f. 28-12-1983 is justified? If not, to what relief the workman is entitled?”

2. The I party workman has filed his claim statement *inter alia*, it is stated as follows.

2674 GI/89—11

He was appointed as a sepoy in 1973 at Dharwad. He was a permanent Class IV employee and he had put in 10 years of service. He had no adverse remark. When he was working in Dharwad, he got married in December 1974. His father-in-law was serving as A.S.I. at Sirsi. His wife used to go to her father very often. There were frequent quarrels between them. On account of her overstay with her father. In 1976, he was transferred to Haveri. Within a couple of months, his father-in-law was transferred to Bijapur as a P.S.I. He came to Haveri, picked up quarrel with him and took away his wife to Bijapur, against his wishes. She was then carrying since about three months. In 1977, she delivered a female child. Six months later, he went to Bijapur to take her. His father-in-law told him that he should himself stay at Bijapur by getting himself transferred. He never agreed to send his wife to Haveri. For these reasons, he sought for transfer to Bijapur. It was granted in October 1983. He went and joined at Bijapur on 2-11-83. After office hours, when he went to the house of his father-in-law, there was some serious trouble. Lot of tension was created in his mind and he lost balance of his mind. Then, he proceeded to Dharwad and stayed with his brother. His brother, after careful study of his behaviour, took him to a psychiatrist. He was given treatment by Dr. A. Badarinarayan, a psychiatrist in Government Civil Hospital, Dharwad. He was treated between 4-11-1983 and 10-2-1984. When he was under mental distress, he had written an application dated 7-11-83 to the Divisional Manager for transferring him out of Bijapur to any other place. He tried his best to get himself transferred to Bijapur. His mind was out of order. His request was not considered. As a result, he lost control over his mind. Out of despair, he had written two inland letters dated Nil, stating that his request for transfer out of Bijapur had not materialised and hence he was submitting his resignation. Then, he was under medical treatment. Thereafter, on 13-1-1984, he had sent an application to the Branch Manager and to the Divisional Manager, stating that he had submitted his resignation letters he was not of sound mind and he had also enclosed a certificate. He had requested the management to ignore his letter of resignation and to grant him leave for the period of absence. He requested to permit him to report for duty at Bijapur. The Senior Branch Manager intimated on 17-1-84 that the Divisional Office accepted his resignation with effect from the closing hours of 27-12-1983 and that his request for waiving the notice period was not acceded to. The action taken thereon is void. As per the Staff his resignation was when he was of unsound mind. The action taken thereon is void. As per the Staff Regulation, the II party did not issue any notice to him before accepting his resignation. The provisions of the I.D. Act have not been complied with. No one month's salary was demanded from him, in lieu of notice. Again on 11-2-1984, he sent an application with a fitness certificate. But it was not considered. He preferred an appeal. But, it was not considered. Then, he raised the dispute. Hence, it is proved that an award may be passed for reinstating him and for consequential benefits.

3. The management has filed its counter statement *inter alia*, It is stated as follows :

The reference is bad in law. It is not an industrial dispute. It does not relate to the termination of his service. It is only a case of voluntary resignation. It is true that he was appointed on 9-4-73. He voluntarily resigned to his post and his resignation was accepted with effect from 27-12-1983. It is not correct that there were no adverse remark in his service. As many as on five occasions, he had remained unauthorisedly absent and had been punished. The statements made by him regarding his family matters are not within the knowledge of the II party. He reported at Dharwad on 9-4-73. At his request, he was transferred to Haveri on 17-6-1977. Again, at his request, he was transferred to Bijapur on 30-8-83. At his request, the transfer was deferred. Again, at his request, he was transferred to Bijapur on 21-10-83. He reported at Bijapur on 2-11-83. He absented from duty from 4-11-83. He wrote an inland letter dated 7-11-83 for sick leave from 4-11-83 without any medical certificate. Information was called for from him by a registered letter dated 29-11-83, but the letter came back undelivered. It is true that a letter dated 7-11-83 was received for transferring him out of Bijapur. It was not considered, as he had reported at Bijapur only on 2-11-83 and that too on his own request. In the meanwhile, by a letter dated 7-11-83, he was called to appear before the promotion committee for interview on 5-12-83, as per his application dated 11-6-83 for promotion as a record clerk. The inland letters bearing no dated were received on 27-12-83. He had submitted his resignation and had requested for its acceptance. He has also shown his serial number as 551257. It cannot be construed that then he was of unsound mind. He had knowingly submitted his resignation and it was his voluntary act. Now, he cannot put forth a false plea that he was not mentally sound. It is an afterthought. He had sent a letter dated 13-1-84, enclosing a certificate dt. 13-1-84 of one Dr. A. Badarinarayan and requested to ignore his letter of resignation and grant him leave from 3-11-83 and to permit him to join to duty at Bijapur. By then, his resignation had been already accepted on 31-12-1983 by the competent authority. There was no question of granting him leave. He was no more an employee of the II party. There was no obligation on the part of the II party to consider his letter dated 13-1-1984. It is true that the I party had not given one month's notice, as per Regulation 18(1). The competent authority has accepted the resignation without waiving the notice period. He stands liable to pay compensation of 1 month's salary and the said amount may be deducted from the amounts payable to him. His contention that on enquiry should have been conducted about his mental illness is not tenable. There is nothing in his letter of resignation about his mental illness or treatment. It is true that on 11-2-1984, he had enclosed a fitness certificate of Dr. A. Badarinarayan dated 10-2-84 and requested to resume to duty on 10-2-84. Since his resignation had been accepted, it was not considered. By a letter dated 5-3-84, he requested to send a discharge letter for settlement of dues. It is true that he had sent an appeal. It was considered by the competent authority. Since, it was a case of re-employment, it was not possible to concede to his request. The management had no bias or prejudice against him. There was no neces-

sity to issue any notice before accepting his resignation. It was not a case of retrenchment and no question of payment of retrenchment compensation arises. He has acted with malafides. The reference may be rejected.

4. In view of the said pleadings, one additional issue has been framed as shown below.

"Whether the dispute is not an industrial dispute, as contended in para 2 of the counter statement?"

5. The management has then examined three witnesses and got marked Exs. M-1 to M-32.

6. For the workman, three witnesses have been examined and Ext. W-1 and W-2 have been got marked.

7. The parties have been heard.

8. My findings on the additional issue and the point of reference are as follows.

#### ADDITIONAL ISSUE

9. The dispute is an industrial dispute and this Tribunal has the jurisdiction.

#### POINT OF REFERENCE

10. The action of the management of L.I.C. of India, Divisional Office, Dharwad, Bijapur Branch in accepting the resignation of I part workman Shri I. F. Kulkarni was justified, but however, it is held and directed under Section 11 A of the I.D. Act that the management shall reinstate the workman and give him the benefits as shown below.

#### REASONS

#### ADDITIONAL ISSUE

11. In Para 2 of the counter statement, it has been contended that the dispute is not an industrial dispute, that the reference is not maintainable, that it is an individual dispute and that the reference may be rejected.

12. The contention of the I party is that he had sent two inland letters when he was not of sound mind and that the dispute squarely falls under the provision as letters of resignation and that the refusal of the management to allow him to report to duty amounts to illegal termination of service. On the other hand, the management contends that he had voluntarily submitted his letters of resignation and that when once it had been accepted, he cannot be permitted to withdraw the same and that the action of the management is quite legal. The claim statement shall have to be the basis to find out whether the dispute is an industrial dispute falling under section 2 (k) of the I.D. Act or whether it is an individual dispute falling under Section 2-A of the Act. Since the claim of the I party workman is that the action of the management is not permitting him to report to duty amounts to illegal termination of his service, I find that the dispute squarely falls under the provisions of Section 2-A of the I.D. Act and that this Tribunal has the jurisdiction to entertain the same.

## POINT OF REFERENCE

13. The II party has produced the (Staff) Regulations of the Life Insurance Corporation of India. The relevant portion of Regulation No. 18 reads as follows.

## Determination of Service :

18. (1) An employee, other than an employee on probation or an employee appointed on a temporary basis, shall not leave or discontinue his service in the Corporation without first giving notice in writing to the competent authority of his intention to leave or discontinue the service. The period of notice required shall be—

(a) three months in the case of an employee belonging to Class I ;

(b) one month in the case of other employees.

provided that such notice may be waived in part or in full by the competent authority at its discretion.

In case of breach by an employee of the provisions of this sub-regulation, he shall be liable to pay the Corporation as compensation a sum equal to his salary for the period of notice required of him, which sum may be deducted from any money due to him.

14. In view of the aforesaid provision of Regulation No. 18, the facts and circumstances of the case require to be examined and it requires to be determined whether the workman had ever sent any letters of resignation and whether the management justified in accepting the same.

15. In the first place, the I party workmen has contended that though he had gone to Bijapur on his own request and had joined there on 2-11-83, there was some trouble in the house of his father-in-law on that evening, and therefore he returned to Dharwar and took shelter in the house of his elder brother. In paras 9, 10 and 11 of his evidence, WW-1, the workman swears that because his father-in-law got him assaulted through his men and drove him out of the house on 2-11-83, he had to go to his brother at Dharwad on 3-11-83 and 4-11-83, his brother had taken him to Dr. A. Badarinarayan of civil hospital, Dharwad. In para 12, he adds that till next February he was taking treatment. In Para 17, he further states that though he has written the two inland letters, Ex. M-3 and Ex. M-5, the handwriting is not proper and in Para 19, he further states that in February, he sent a letter that he was not of sound mind, when he had sent those letters and that they should not be treated as letters of resignation. The letter of withdrawal is marked as Ex. M-9. The relevant question, therefore, would be whether the I party has proved that between 4-11-1983 and 10-2-1984, he was of unsound mind and whether the two inland letters, Exs. M-4 and M-5 should not have been acted upon by the II party management. In the cross-examination, he states that during the said period, he had applied for leave and that he had sent an application for transfer also. However, he corrects himself, stating that he did not apply for leave. In para 40 of his evidence, he further, however, states that he cannot say as to what he

has done in those dates. In para 34, he adds that on 13-4-84, he had written Ex. M-9. He, however, states that he does not remember from where he got it typed and who had drafted the said letter. In para 55, he explains that Ex. M-9 might have been prepared on his instructions and then it was read out to him and then he had signed it. Regarding his treatment, in Para 59, he states that he does not remember when he had gone to the doctor and that it was his elder brother, who used to take him to the doctor. In para 60, he says that Dr. A. Badarinarayan treated him as an outdoor patient for a month or 1 1/2 months and that he used to go to the hospital once in two or three days. In order to substantiate his evidence, the I party workman has examined his elder brother WW-2 Channaveeraiah. On the aforesaid point WW-2 Channaveeraiah, has sworn in para 4 of his evidence that on 3-11-1983 his brother WW-1 Eswaraiah returned to Dharwad, that he was speaking in an irrelevant manner, that he took him to Dr. Badarinarayan on 4-11-83 and that though the doctor advised him to admit in the hospital, there was some difficulty in his family and he did not admit him. He further swears that he was treated at home itself for about 2 months. In the cross-examination, in para 15, he swears that from 4-11-1983 for about a week Dr. Badarinarayan was visiting his house for treating his brother and even whenever he used to be absent from the house, Dr. Badarinarayan used to visit his house and he used to be informed about it. The evidence of WW-3 Dr. Badarinarayan, in the examination-in-chief shows that he has issued the medical certificate, Ext. M-12 and the contents are correct. Ext M-12 is dated 13-1-1984. The certificate is to the effect that the I party workman was under his treatment for mental illness—manic depressive psychosis since 4-11-1983. In the cross-examination, WW-3 Dr. Badarinarayan states that no case paper was prepared and that there was only one O.P.D. chit. In para 5, he adds that the O.P.D. chit always remains with the patient. He further states that the particulars of outpatients will be found in the O.P.D. register. He has been confronted with a letter dated 14-8-84, Ex. M-22. It is a copy of the letter signed by the District Surgeon, Dharwad addressed to the Divisional Manager, LIC Dharwad. The letter reads that I.F. Kulkarni had attended O.P.D. on 4-11-83 under O.P.D. ticket No. 462 and that the doctor who had seen him had been already transferred to Mercara and that no further particulars were available in that hospital. In para 6, WW-3 adds that he had no record to contradict Ex. M-22. In para 16 of his evidence, he further states that he cannot say whether the patient had attended the hospital after 4-11-83, unless he sees the record. As per the letter, Ex. M-22, there was no record in the said hospital. In para 17, he adds that whenever he has treated him, it was only in the hospital and he does not know where the patient was putting up. In para 25, he states that he cannot deny the statement contained in Ex. M-22 and state that it is incorrect or that he cannot say what he says in only correct. The doctor explains that since the O.P.D. record was not before him, he cannot explain about it. As regards his behaviour, WW-3 Dr. Badarinarayan states in Para 11 that he does not remember as to what his then behaviour was. However, his evi-

dence in para 12 makes it clear that his condition was not so serious as to call for any hospitalisation. He categorically states that his mental condition did not warrant that he should be kept in the mental hospital. In para 15, he states that he does not remember whether the patient used to come alone or along with anybody. His evidence in para 16 discloses that he cannot say when he had again seen him after 4-11-83. On the part of the management, MW-3 A.L. Bhat has been examined to show that he had been asked to go to the District Surgeon, Dharwad and find out whether the I party employee had taken any treatment thereat. The evidence of MW-3 Bhat shows that accordingly he had contacted the District Surgeon and obtained a report from him, as per Ex. M-30, obtained one proforma certificate Form and gave his report as per Ex. M-32. Ex. M-30 shows that the I party employee had attended the said hospital on 4-11-83 in O.P.D. ticket No. 462, but further particulars were not known, and that the doctor who had treated had been already transferred to Mercara. The evidence of MW-3 Bhat has been substantiated by his report, Ex. M-32. The evidence of MW-3 and the documents at Exs. M-30, M-31 and M-32 lead to an inference that it is very much doubtful whether after 4-11-83, WW-3 Dr. Badarianrayan had ever seen and treated the employee, I.F. Kulkarni. In the claim statement itself, in para 4, it has been contended that in the meanwhile, when the I party was in mental distress, wrote one application dated 7-11-1983 of the Divisional Manager for transferring him out of Bijapur branch office to any place other than Bijapur, because of the compelling circumstances. In para 43 of his evidence, WW-1, the workman admits that he had sent the transfer application by post. His transfer application is no other than Ex. M-1 dated 7-11-1983. Ex. M-1 reads that consequent to his transfer from Haveri to Bijapur he had reported at Bijapur on 2-11-83 that his father-in-law is a P.S.I., that there has been some family quarrel and that his father-in-law was giving him pinpricks, insulting him through policemen that there is danger to his life, that he has suffered mental shock, that it has become impossible for him to work at Bijapur, that he may be transferred to some other place and if he is not transferred, there was no doubt that he would be murdered. In para 13 of his evidence, WW-1 states in the examination-in-chief itself that he had sent Ex. M-1, the letter for transfer, that Ex. M-1 (a) is his signature, that the contents are correct. However, he states that when he wrote Ex. M-1, his health was not good and the same doctor was treating him. The evidence of MW-1 Shri H. N. Murthy, Manager (Personnel and Industrial Relations) shows that after he reported at the Bijapur office on 2-11-83, he worked for one day and remained unauthorisedly absent from 4-11-83 and that they had received his transfer letter dated 7-11-83, Ex. M-1 and that they had sent a reply to the same as per Ex. M-3 on 29th November 1983. Ex. M-2 is a copy of the letter Ex. M-3 sent to the head office. Ex. M-3 reads that his letter dated 7-11-83 had been received and that by letter dated 11-11-83, they had called upon him to produce a medical certificate, but he had not produced any certificate and that unless the medical certificate is received, his request cannot be considered.

Along with Ex. M-3, he was also sent an interview letter for the post of record clerk, which had been received by the Divisional Office on 17-11-83. The interview letter has been marked as Ex. M-28. In para 35 of his evidence, WW-1, the workman states that he had sent an application for promotion in June 1983 and that they had sent a letter of interview but he had not received it. It has been suggested to him that he purposely did not attend the interview. However, irrespective of the fact whether he had received Ex. M-3 or not, it is admitted that he had sent his transfer application dated 7-11-1983, Ex. M-1 and that in spite of such a request the management did not concede for his transfer from Bijapur to any other place. The evidence of MW-1 Murthy discloses in para 10 that the workman had then addressed two inland letters dated 25/27-12-83 and 27-12-83, as per Exs. M-4 and M-5 and had requested for acceptance of his resignation. If the workman had lost balance of mind and has contended by him, his mind was unsound with effect from 4-11-83, there is no explanation for his coherent, consistent and cogent letter dated 7-11-83, Ex. M-1. The sequence of events, as narrated in para 4 of the claim statement suggest that he had received the reply from the management, Ex. M-2 and that there is no convincing explanation as to why he did not obtain any certificate from Dr. Badirinarayan on any date prior to 13-1-1984, and sent it to the management to justify his absence. Ex. M-5 addressed to the Divisional Manager shows the date 27-12-83. The advance copy sent to Shri K. P. Bhat Divisional Manager bears the date of receipt 27-12-1983. The evidence of WW-1 Eswaraiah, WW-2 Channveeraiah and WW-3 A. Badarinarayan is contradictory on the point as to how he was treated or as to whether he was of unsound mind to an extent that he was incapable of understanding his actions. On the contrary from the letter Ex. M-1, it is manifest that his mental condition was alright and that he was capable of understanding the things he was attending to in the routine course. The learned counsel for the I party contended that the handwriting of Ex. M-4 and M-5 does not show that it has been written by a person of sound mind and that they suggest and substantiate his evidence that he was of unsound mind. On going through the two letters, I find that the workman has put forth reasonable grounds for stating as to why his resignation should be accepted. On facts, a finding thus emerges that the I party workman has not proved that he was not of sound mind to such an extent that he did not understand the contents or implications of his letters, Ex. M-4 and M-5 and that he had not sent them with an intention to resign.

16. The management has forth a case that his letters of resignation Exs. M-4 and M-5 had been accepted and his letter of withdrawal of resignation received after the acceptance was of no consequence, and that he is not entitled to any relief.

17. The evidence of MW-1 Murthy disclosed that after the receipt of the letters of resignation, Exs. M-4 and M-5, he had put up a note as per Ex. M-6, the Divisional Manager then accepted the resigna-

tion without waiving the notice period and passed an order as per Ex. M-6 (a) on 13-12-1983. In para 12, he adds that the said decision was communicated to the branch office by a letter dt. 3-1-1984, Ex. M-7 and in para 14, he adds that the branch in turn informed about it to the I party by a letter dated 17-1-84, Ex. M-8. Para 15 of his evidence discloses that he had addressed a letter to the Divisional Office dt. 13-1-84, Ex. M-9 and had enclosed a certificate, Ex. M-10. It is to be seen from the evidence of MW-1 Murthy that the branch office had forwarded his representation, Ex. M-11 along with the original medical certificate, Ex. M-12, Exs. M-11 and M-12 are the same as Ex. M-9 and Ex. M-10. MW-1 Murthy has then stated that then the II party informed the workman as per Ex. M-13 that his resignation had been already accepted and that he may get the matter about his terminal benefits settled. Ex. M-14 dated 11-2-1984 shows that after long medical treatment, he had been completely recovered and Dr. A. Badarinarayan had examined him on 10th February 1984, and that he had enclosed his certificate and that he may be permitted to resume to his duties. The evidence of MW-1 further shows that he had sent another letter dated 16-3-84 as per Ex. M-16 to the same effect and that an office note was put up in that connection, as per Ex. M-5 and the decision was communicated to him as per Ex. M-17, Exs. M-14, M-16, M-15 and M-17 indicate that the management informed that the decision could not be reconsidered and that he may send the discharge receipt to enable the L.I.C. to settle his accounts. The management has produced the postal acknowledgement receipt for Ex. M-17 and it is at Ex. M-18. The record shows that the workman had preferred an appeal dated 20-6-1984, as per Ex. M-19 and that after the receipt of Ex. M-19, MW-3 Shri A. L. Bhat was deputed to make an enquiry and then he submitted his report, Ex. M-20, enclosing copy of the letter of the District Surgeon, Ex. M-22 and then a letter as per Ex. M-23 was addressed to the Zonal Manager. The evidence of MW-1 then shows that since he did not send the discharge receipt, a reminder was sent as per Ex. M-24 under registered post and that Ex. M-25 is the acknowledgement due. Ex. M-26 shows that they had prepared a discharge receipt deducting one month's salary in lieu of notice. The management has produced his past record, Ex. M-27 to show about his absence, on five occasions. The documents relied upon by the workmen are the letter of the management dated 17-1-84, Ex. W-1 showing that his resignation had been accepted with effect from 27-12-1983 and Ex. W-3 dt. 30-1-84 that since his resignation had been already accepted, he may get his matter settled about the terminal benefits. The two documents, Exs. W-1 and W-2 produced by him do not help him.

18. The crux of the matter is as to whether the acceptance of the resignation on 31-12-83, as per Ex. M-6 (a) is valid. The next question will be whether even when the acceptance of his resignation had not been communicated to him by the letter dated 17-1-1984, Ex. M-8, the I party had the right to withdraw his said resignation by the letter dated 13-1-84, Ex. M-11 or not.

19. The learned counsel for the I party has placed reliance on the case of K. R. Raghuvver Vs. General Manager, Vijaya Bank (1987 (1) LLJ page 89). The facts of the reported case would show that an officer of the Vijaya Bank had submitted his resignation to take effect on a future date, but the management had accepted the resignation before the effective date, in the meanwhile, the officer had withdrawn his resignation before the effective date. Under such circumstances, it has been held that the acceptance of resignation before the effective date was not valid and that the officer had the right to withdraw the resignation before the effective date. In the case at hand, Regulation No. 18 (i) shows that in the case of the I party workman, the LIC had the right to accept the unconditional letter of resignation on any date and even without waiving its right to recover one month's salary, in lieu of one month's notice. The case at hand does not involve any question whether the resignation was to take effect on any subsequent date then the date on which it had been tendered.

20. The learned counsel for the I party has then cited the case of Bipin Chandra Thakuria Vs. State of Assam and others (1988 LAB. I. C. page 1461). The facts of the reported case would show that the petitioner had sent his letter of resignation on 11-7-1979 and until 29-9-83, he had not been informed by the State Government as to what had happened, to his letter of resignation dated 11-7-79. The employee had submitted his letter of withdrawal on 7-9-1983. In the said context, it has been observed that the delay of four years was a case of undue delay and the same justified inference by the petitioner that his resignation had not been accepted, until he had sent his letter of withdrawal on 7-9-1983. In the case at hand, the record discloses that the divisional office, Dharwar had written a letter dt. 3-1-84, Ex. M-7 to the Branch Manager, Bijapur, stating that the resignation of the workman had been accepted with effect from 27-12-83 and a copy of the same had been enclosed and the branch office had been informed to communicate the same to his last known address. The letter calls upon the branch office to furnish further information. The branch office, Bijapur has communicated the said fact to the I party by a letter dated 17-1-84, Ex. M-8. The letter at Ex. M-7 dated 3-1-1984 from the Divisional Office, Dharwar to the branch office, Bijapur leaves nothing to doubt that before the I party workman wrote his letter of withdrawal, Ex. M-9 dated 13-1-84, his resignation had been already accepted. There is no question of inordinate delay involved in the matter. In my opinion, the facts being different, the principle laid down in the authority is not attracted.

21. The learned counsel for the I party then referred to the case of the Management of Messrs Kushalnagar Works Vs. P. Nagaraju (1988 I.L.R. (Karnataka), page 989). The principle laid down in the authority is that until the expiry of the specified date in the letter of resignation, it is open to the employee to withdraw his resignation. The principle laid down is the same, as has been enunciated in the case of K.R. Raghuvver shown above.

22. The learned counsel for the I party then pointed out to the case of *Balram Gupta Vs. Union of India and Another* (1988 Supreme Court Cases (L & S) page 126. The appellant had sent a letter dated 24-12-1980 to voluntarily retire him with effect from 31-3-1981 by treating the notice period from 1-1-1981. The government by its letter dated 20-1-1981 allowed him to do so, but in the meanwhile a letter dated 3-1-1981, he had changed his mind and withdrawn his notice. In view of the said facts and circumstances of the case, it has been held that the appellant had the locus poenitentiae and that the acceptance was not valid. The letters at Ex. M-4 and Ex. M-5 sent by the workman do not stipulate any subsequent date, with effect from which the resignation should come into effect. Explanation 2 to Regulation 18(3) makes it very clear that if a notice given by an employee under the said regulation (1) will be deemed proper only if he remained on duty during the period of notice and that the employee is not entitled to set off any leave earned against the period of such notice. Regulation 18 (1) makes it very clear that the management has the right either to waive or not to waive the period of notice. It has also the right to insist upon payment of one month's salary, if it does not choose to waive the period of notice. Regulation 18 does not show that the employee has any right to insist upon the management that his unconditional letter of resignation should not be taken into account until the expiry of one month from the date of tendering the same and that it shall become effective only after the period of notice of one month. Explanation 2, as shown above makes it more clear that unless and until the workman actually works during the period of one month's notice, supposing that he has given a month's notice, any such notice itself will not be treated as valid. The provisions of Regulation 18, thus establish for the II party that it had the right to accept the letters of resignation, even on 27-12-83, the date on which they were received or on any date subsequent thereto and that it had the right not to waive the period of notice of one month and proceed to recover one month's salary.

23. The learned counsel for the II party has cited the case of *Raj Kumar Vs. Union of India* (1969 LAB.

I. C. Page 310). The authority is directly on the point that when once the resignation is accepted, withdrawal of resignation is not permissible, even before the communication of order of acceptance. In view of this authority, I am of the view that the action of the management in refusing to take him to duty, when once his resignation had been accepted is in accordance with the law.

24. The evidence of WW-3 Dr. A. Badarinayan, the certificate at Ex. M-12 and the statement made by the workman in Ex. M-1 lend sufficient support to the case of the I party that after 4-11-88, he was put to mental stress on account of some ill-will between himself and his father-in-law and that in an agitated condition of mind, he had sent the letters of resignation. This tribunal is not only expected to record findings on the points of law but also shall have to keep in view the provisions of Section 11 A of the I. D. Act and act as a court of equity also. I am, therefore, of the view that taking into account the facts and circumstances as discussed above, the I party workman should be given some relief, since he has been a victim of the circumstances. I am of the opinion that a direction requires to be given for reinstatement, treating the intervening period as absence without any emoluments.

25. In the result, an award is passed to the effect that the management of L.I.C. of India, Divisional Office, Dharwad, Bijapur Branch was justified in accepting his resignation, but, however, it is held and directed under Section 11-A of the I. D. Act that the I party workman Shri I. F. Kulkarni, Sepoy shall be reinstated within one month from the date of coming into force of this award, and that he should be given all the other benefits, except that the intervening period shall be considered as absence with no emoluments.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer.

[No. L-17012/2/86-L. IV(A)/IRB. I]

PADMA VENKATACHALAM, Dy. Secy.